

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 8<sup>th</sup> day of December, 2017 at about 5:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner’s courtroom on the 8<sup>th</sup> day of December, 2017 at about 5:30 p.m.

Order #1 Agenda #5A

In the Matter of Notices/Agenda: A. Certificate of Service of Meeting Notice and Posting to those who have made such written request to be made a matter of public record.

Allen made a motion, seconded by Tippy, to Amend the Agenda with Corrections – Number 13 – Was \$8,561.20 should be \$15,646.83 and Deletions – Number 29, Number 30, Number 38, Number 40, Number 47, to agenda for a Special Meeting. Motion carried.

Allen made a motion, seconded by Tippy, to approve and make a matter of public record the Certificate of Service of Meeting Notice and Posting to those who have made such written request. Motion carried.

Order #2 Agenda #6

In the Matter of L C 911 – Letter from the Commissioners Attorney to Motorola Solutions concerning review of system upgrade with Motorola to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Letter from the Commissioners Attorney to Motorola Solutions concerning review of system upgrade with Motorola, letter dated November 22, 2017. Motion carried.

Order #3 Agenda #7

In the Matter of L C 911 – System Upgrade Agreement between Motorola Solutions, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for the period of November 15, 2017 to November 30, 2030 in an amount not to exceed \$3,636,123.00 payable as follows: Items A-N.

Upon discussion, Allen made a motion, seconded by Tippy, to approve the System Upgrade Agreement between Motorola Solutions, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County 911 for the period of November 15, 2017 to November 30, 2030 in an amount not to exceed \$3,636,123.00 payable as follows: Items A-N. Motion carried.

- |                        |                        |
|------------------------|------------------------|
| A. 2017 - \$239,771.00 | H. 2024 - \$262,076.00 |
| B. 2018 - \$242,681.00 | I. 2025 - \$265,658.00 |
| C. 2019 - \$245,681.00 | J. 2026 - \$269,345.00 |
| D. 2020 - \$248,769.00 | K. 2027 - \$271,230.00 |
| E. 2021 - \$248,769.00 | L. 2028 - \$273,129.00 |
| F. 2022 - \$255,226.00 | M. 2029 - \$275,041.00 |
| G. 2023 - \$258,600.00 | N. 2030 - \$276,966.00 |

\*Mr. Swiderski present for discussion. (SEE FILE "CONTRACTS" & INDIANA GATEWAY ONLINE FOR AGREEMENT)

Cont'd.

## Order #3 Agenda #7 cont'd

**ASTRO 25 System Upgrade Agreement II ("SUA II")**

Motorola Solutions, Inc. ("Motorola"), and Lake County Government ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products and services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

**Section 1 EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A Motorola "Software License Agreement"  
Exhibit B "ASTRO 25 System Upgrade Agreement II Statement of Work" dated June 2017  
Exhibit C "Pricing" dated June 1st, 2017

**Section 2 DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

- 2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.
- 2.2. "Contract Price" means the price for the purchased period of SUA II coverage, excluding applicable sales or similar taxes and freight charges.
- 2.3. "Effective Date" means that date upon which the last Party executes this Agreement.
- 2.4. "Equipment" means the equipment provided by Motorola under this Agreement.
- 2.5. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).
- 2.6. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.
- 2.7. "Motorola Software" means Software that Motorola or its affiliated company owns.
- 2.8. "Non-Motorola Software" means Software that another party owns.
- 2.9. "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 2.10. "Products" means the Equipment and Software provided by Motorola under this Agreement.
- 2.11. "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the

Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

2.12. "Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished by Motorola under this Agreement.

2.13. "Warranty Period" means one (1) year from the date of shipment of the Products.

**Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the purchased period of SUA II coverage is completed.

3.4. MAINTENANCE SERVICE. This Agreement does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

**Section 4 PERFORMANCE SCHEDULE**

The Parties will perform their respective responsibilities in accordance with an agreed Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance. The Customer will not be issuing a Purchase Order (PO) or any other Notice to Proceed (NTP) for the entirety of this Agreement and the annual payments can be processed solely against this Agreement.

Order #3 Agenda #7 cont'd

**Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING**

5.1. CONTRACT PRICE. The Contract Price in U.S. dollars is \$3,636,123.00. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>). All items, Not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer annually in advance of each year of SUA II coverage. Customer will make payments to Motorola within twenty (20) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

5.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pay all freight charges. Title and risk of loss to the Equipment will pass to Customer upon delivery to the Customer. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

5.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

\_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

\_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

\_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

**Section 6 SITES AND SITE CONDITIONS**

6.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, licenses, and the like; and access to the applicable work sites or vehicles as reasonably requested by Motorola so that it may perform its contractual duties.

6.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

**Section 7 ACCEPTANCE**

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

**Section 8 WARRANTIES**

8.1. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

8.3. **SERVICE WARRANTY.** Motorola warrants that its services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the services are completed.

8.4. **EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

8.5. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, re-perform the non-conforming service, refund the price of the defective Equipment or Motorola Software or refund, on a pro-rata basis, the fees paid for the non-conforming service. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

8.6. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the Customer for commercial, industrial, or governmental use only, and are not assignable or transferable.

8.7. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, MOTOROLA SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA

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4

## Order #3 Agenda #7 cont'd

DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 9 DELAYS**

Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the performance schedule for a time period that is reasonable under the circumstances.

**Section 10 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

10.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are delivered.

10.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

10.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

10.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the Products are delivered. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

10.5. **CONFIDENTIALITY.** All communications pursuant to subsections 10.2 and 10.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

**Section 11 DEFAULT AND TERMINATION**

11.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of the default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the

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Motorola Contract No. \_\_\_\_\_

5

defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

11.2. **CONVENIENCE.** Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Products provided and Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Products, Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

11.3. **UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of System Upgrade payments for the original Term. Annual discounts for the Term can be found on Exhibit C.

## **Section 12 INDEMNIFICATION**

12.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any the claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

12.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

### **12.3. PATENT AND COPYRIGHT INFRINGEMENT.**

12.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

12.3.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

12.3.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

#### Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the latest annual amount invoiced for the SUA II period of coverage with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

#### Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS

##### 14.1. CONFIDENTIAL INFORMATION.

During the term of this Agreement, the Parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but

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Motorola Contract No. \_\_\_\_\_

7

these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

##### 14.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS.

Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

#### Section 15 GENERAL

15.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

15.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

15.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

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Motorola Contract No. \_\_\_\_\_

8

15.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

15.6. HEADINGS AND SECTION REFERENCES; CONSTRUCTION. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

15.7. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

15.8. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either delivered personally or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Customer	Motorola Solutions, Inc.
Attn: _____	Attn: Law Department
_____	1303 East Algonquin Road, IL01 / 8th Floor
_____	Schaumburg, IL 60196
fax: _____	fax: (847) 576-0721

15.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.


15.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.


15.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software), Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); Section 14 (Confidentiality and Proprietary Rights); and all of the General terms in this Section 15.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

Customer

By:   
 Name: Ali Kapadia  
 Title: MSSSI Vice President  
 Date: 11/16/17

By:   
 Name: BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
 Title: 2017  
 Date: APPROVED THIS 13 DAY OF December 2017

## Order #3 Agenda #7 cont'd

## Exhibit A

## SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Lake County Government ("Licensee").

For good and valuable consideration, the parties agree as follows:

## Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

## Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the Software and Documentation.

## Section 3 GRANT OF LICENSE

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source

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Motorola Contract No. \_\_\_\_\_

11

Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

## Section 4 LIMITATIONS ON USE

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the

Motorola.SUA II.10-16-13.docx  
Motorola Contract No. \_\_\_\_\_

12

Order #3 Agenda #7 cont'd



Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

#### Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

#### Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2. Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

#### Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products

Motorola.SUA II.10-16-13.docx  
Motorola Contract No. \_\_\_\_\_

13

to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

#### Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

#### Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

#### Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

#### Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

#### Section 12 NOTICES

Notices are described in the Primary Agreement.

Motorola.SUA II.10-16-13.docx  
Motorola Contract No. \_\_\_\_\_

14

**Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

**Exhibit B**

**ASTRO25 SYSTEM UPGRADE AGREEMENT II STATEMENT OF WORK**



**STATEMENT OF WORK June 2017**

**ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)**

**1.0 Description of Service and Obligations**

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price quoted for the SUAII requires the Customer to choose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.
- 1.7 Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this SUA II.

ASTRO 25 System Upgrade Agreement II SOW

June 2016

1 of 8



- 1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
  - 1.10.1 Servers
  - 1.10.2 PC Workstations
  - 1.10.3 Routers
  - 1.10.4 LAN Switches
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:
  - 1.11.1 GTR 8000 Base Stations
  - 1.11.2 GCP 8000 Site Controllers
  - 1.11.3 GCM 8000 Comparators
  - 1.11.4 MCC 7500 Console Operator Positions
  - 1.11.5 STR 3000 Base Stations
  - 1.11.6 Quantar Base Stations
  - 1.11.7 Centracom Gold Elite Console Operator Interface Electronics
  - 1.11.8 Centracom Gold Elite Central Electronics Banks
  - 1.11.9 Ambassador Electronics Banks
  - 1.11.10 Motorola Gold Elite Gateways
  - 1.11.11 ASTROTAC Comparators
  - 1.11.12 PSC 9600 Site Controllers
  - 1.11.13 PBX Switches for Telephone Interconnect
  - 1.11.14 NFM/NFM XC/MOSCAD RTU
- 1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

ASTRO 25 System Upgrade Agreement II SOW

June 2016

2 of 8



- 1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
- 1.14.1 Review infrastructure system audit data as needed.
  - 1.14.2 Identify additional system equipment needed to implement a system release, if applicable.
  - 1.14.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
  - 1.14.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 1.14.5 Program management support required to perform the system upgrade.
  - 1.14.6 Field installation labor required to perform the system upgrade.
  - 1.14.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

## 2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
- 2.1.1 Motorola responsibilities
- 2.1.1.1 Obtain and review infrastructure system audit data as needed.
  - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
  - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
  - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 2.1.1.5 Inform Customer of high speed internet connection requirements.
  - 2.1.1.6 Assign program management support required to perform the system upgrade.
  - 2.1.1.7 Assign field installation labor required to perform the system upgrade.
  - 2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
  - 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless

ASTRO 25 System Upgrade Agreement II SOW

June 2016

3 of 8



specifically stated in this document, Motorola will provide this training only once per system.

- 2.1.2 Customer responsibilities
- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
  - 2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. *Please contact Motorola for specifications for the required high-speed connection.* High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
  - 2.1.2.3 Assist in site walks of the system during the system audit when necessary.
  - 2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
  - 2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
  - 2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.
  - 2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.
- 2.2.1 Motorola responsibilities
- 2.2.1.1 Perform appropriate system backups.
  - 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
  - 2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.
- 2.2.2 Customer responsibilities
- 2.2.2.1 Validate system maintenance is current.
  - 2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.
- 2.3 System Upgrade
- 2.3.1 Motorola responsibilities
- 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.
- 2.3.2 Customer responsibilities

ASTRO 25 System Upgrade Agreement II SOW

June 2016

4 of 8



- 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
- 2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

#### 2.4 Upgrade Completion

- 2.4.1 Motorola responsibilities
  - 2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.
  - 2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
  - 2.4.1.3 Obtain upgrade completion sign off from the customer.
- 2.4.2 Customer Responsibilities
  - 2.4.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
  - 2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
  - 2.4.2.3 Provide Motorola with upgrade completion sign off.

#### 3.0 Exclusions and Limitations

- 3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
  - MCC5500 Dispatch Consoles
  - MIP5000 Dispatch Consoles
  - Plant/E911 Systems
  - MOTOBRIDGE Solutions
  - ARC 4000 Systems
  - Motorola Public Sector Applications Software ("PSA")
  - Custom SW, CAD, Records Management Software
  - Data Radio Devices
  - Mobile computing devices such as Laptops
  - Non-Motorola two-way radio subscriber products
  - Genesis Products
  - Point-to-point products such as microwave terminals and association multiplex equipment
- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered

ASTRO 25 System Upgrade Agreement II SOW

June 2016

5 of 8



software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

- 3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

#### 4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

ASTRO 25 System Upgrade Agreement II SOW

June 2016

6 of 8



Appendix A – ASTRO 25 System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths		
Oct-05	R7.0	Direct Migration to Current Release **		
Jun-06	R7.1			
Dec-06	R7.2			
Mar-07	R7.1.1			
Dec-07	R7.4			
Jun-08	R7.5			
Dec-08	R7.6	Direct Migration to Current Release**		
Jun-09	R7.7			7.14 Migration**
Jan-10	R7.8			N/A
Dec-10	R7.9			7.13*
Aug-11	R7.11			7.14
Mar-12	R7.12			N/A
Nov-12	R7.13	7.14	7.15	
Nov-13	R7.14	7.15	7.16	
Nov-14	R7.15	7.16	7.17 (planned)	
Nov-15	R7.16	7.17 (planned)	7.18 (planned)	
Nov-16	R7.17 (planned)	7.18 (planned)	7.19 (planned)	

\* Must currently be on T5220 servers  
 \*\* Point release migrations will incur additional costs above the standard SUA pricing

The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.



Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

<b>Core</b>	
Master Site Configuration	M3
Zones in Operation (Including DSR and Dark Master Sites)	1
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	3
<b>RF System</b>	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	8
Repeaters/Stations (FDMA)	0
Repeaters/Stations (TDMA)	60
HPD RF Sites	0
HPD Stations	0
<b>Dispatch Console System</b>	
Dispatch Sites	2
Gold Elite Operator Positions	0
MCC 7500 Operator Positions (GPIOM)	0
MCC 7500 Operator Positions (VPM)	37
Conventional Channel Gateways (CCGW)	5
Conventional Site Controllers (GCP 8000 Controller)	2
<b>Logging System</b>	
Number of AIS Servers	1
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
<b>Network Management and MOSCAD NFM</b>	
Network Management Clients	2
MOSCAD NFM Systems	1
MOSCAD NFM RTUs	6
MOSCAD NFM Clients	2
<b>Fire Station Alerting (FSA)</b>	
FSA Systems	0
FSA RTUs	0
FSA Clients	0
<b>Fire Station Alerting (FSA)</b>	
Voice Subscribers non-APX	0
Voice Subscribers APX	0
HPD Subscribers	0
<b>Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)</b>	
Workstations - High Performance	0
Workstations - Mid Performance	38
Servers - High Performance	1
Servers - Mid Performance	0
LAN Switch - High Performance	1
LAN Switch - Mid Performance	5
Routers	2

Exhibit C

Lake County Indiana System Upgrade Agreement II (SUA II)	2017	239,771	242,681	245,681	248,769	251,950	255,226	258,600	262,076	265,658	269,345	273,129	277,041	276,966
SUA not included (purchased separately as part of 2014 Contract)														
14 Year Grand Total \$														3,636,123

QUOTE VALID THROUGH November 17th, 2017

QUOTE DATE August 15, 2017

Motorola Solutions Confidential Restricted

Order #4 Agenda #8

In the Matter of L C Highway – Request for approval of the lowest responsive and responsible Flooring proposal for the Lake County Highway Department Main Office Building to Master Tile in an amount not to exceed \$33,823.43.

Allen made a motion, seconded by Tippy with discussion, to award **Master Tile**, 1205 West Lincoln Hwy, Merrillville, Indiana 46410, with \$33,823.43 for Flooring for the Lake County Highway Department Main Office Building being the lowest and most responsive bid. Motion carried.

Order #5 Agenda #9

In the Matter of L C Highway – Request for approval of the lowest responsive and responsible 2018 Fire Inspection Services at the Crown Point and Lowell Facilities to Johnson Controls in an amount not to exceed \$2,250.00 for the Crown Point Facility and \$1,870.00 for the Lowell Facility.

Allen made a motion, seconded by Tippy, to approve the request of the Highway Department to accept the proposal of **Johnson Controls**, 1500 Huntington Dr, Calumet City, IL 60409, to provide 2018 Fire Inspection Services at the Crown Point Facility in an amount not to exceed \$2,250.00 and at the Lowell Facility in an amount not to exceed \$1,870.00 being the lowest responsive and responsible bid, note that Highway Department did receive 3 quotes. Motion carried.

Order #6 Agenda #10

In the Matter of L C Highway – Software License Agreement between Michigan Technological University of Houghton, Michigan and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department effective December 1, 2017 with an up front license fee of \$5,995.00 and an annual fee of \$1,495.00 prior to each anniversary of the shipment of the installation media.

Allen made a motion, seconded by Tippy with discussion, to approve the request of the Highway Department for Software License Agreement between Michigan Technological University of Houghton, Michigan and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department effective December 1, 2017 with an up front license fee of \$5,995.00 and an annual fee of \$1,495.00 prior to each anniversary of the shipment of the installation media. Motion carried.

Order #7 Agenda #11

In the Matter of L C Highway – Request for permission to seek proposals for waste disposal services for the year 2018 from the following: A. Able Disposal/Meyer Waste Refuse and Recycling Service; B. Allied Waste Services; C. Waste Management of Northwest Indiana. Proposals to be returned by Wednesday, January 3 or 17, 2018 by 9:30 A.M. in the Lake County Auditor's Office.

Order #7 Agenda #11 cont'd

Allen made a motion, seconded by Tippy, to approve the seeking of proposals for the Lake County Highway Department from the following for Waste Disposal Services for the year 2018 for the return of proposals by Wednesday, January 17, 2018 from the following. Motion carried.

- A. Able Disposal/Meyer Waste Refuse and Recycling Service
- B. Allied Waste Services
- C. Waste Management of Northwest Indiana

Order #8 Agenda #12

In the Matter of L C Highway – Certificates of Liability Insurance to be made a matter of public record as follows: Listed A-R.

Allen made a motion, seconded by Tippy, to make a matter of public record the Certificates of Liability Insurance submitted by Highway Department listed as Items A-R. Motion carried.

- A. Absolute Trucking & Leasing, Inc.
- B. B&D Sewer & Backhoe Service
- C. Catom Trucking, Inc.
- D. Central Contractors Service, Inc.
- E. Century Link, Inc.
- F. Dura Overhead Door
- G. ESI Consultants of Indiana, Ltd.
- H. Hydro-Exc., Inc.
- I. International Hauling & Excavating
- J. Holthaus Truck Service, Inc.
- K. Keramida Environmental, Inc.
- L. Lone Star Transportation, LLC
- M. National Industrial Maintenance, Inc.
- N. Nichols Crane Rental, Inc.
- O. Patterson Motor Freight, Inc. d/b/a Rig Runner
- P. R and R Sewer Water and Excavating, Inc.
- Q. SEH of Indiana, LLC
- R. The Airmarking Company, Inc.

Order #9 Agenda #13

In the Matter of L C Highway – Change Order #2 for Lake County Bridge #392, Milroy Bridge.

Allen made a motion, seconded by Tippy with discussion, to approve Change Order #2 for Lake County Bridge #392, Milroy Bridge on behalf of Highway Department, letter of recommendation states Labor, Material and Equipment total is an increase of \$15,646.83, repairs due to insect infestation. Motion carried.

Order #10 Agenda #14

In the Matter of L C Highway – Change Order #8 for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River in the decreased amount of -\$29,376.00, Des #1400568, Contract #B-37371.

Allen made a motion, seconded by Tippy, to approve INDOT Construction Change Order, Change Order #8 is a decrease of 29,376.00 for Lake County Bridge #241, Kennedy Avenue over Grand Calumet River, Highway Department and Hanson Engineering reviewed. Brief discussion. Motion carried.

Order #11 Agenda #15

In the Matter of L C Highway – Offer from Midwestern Electric to extend their 2017 Traffic Signal Monitoring Management and Maintenance prices through the year 2018 at the same rate.

Allen made a motion, seconded by Tippy, to approve the acceptance of the offer from Midwestern Electric, 1620 East Chicago Ave, East Chicago, IN 46312, extending their current Traffic Signal Monitoring Management and Maintenance Contract prices through the year 2018 under the same terms and conditions as the 2017 calendar year for L C Highway Department. Motion carried.

Order #12 Agenda #16

In the Matter of L C Highway – Letter of recommendation to JCI Bridge Group in the amount of \$14,000.00 as the lowest responsive and responsible bidder for emergency repairs to Lake County Bridge #60, Madison Street over Beaver Dam Ditch.

Allen made a motion, seconded by Tippy, to approve and make a matter of public record the L C Highway Department acceptance of the lowest responsive and responsible bid for emergency repairs to Lake County Bridge #60, Madison Street over Beaver Dam Ditch – Letter of recommendation to JCI Bridge Group in the amount of \$14,000.00, seven (7) proposals were solicited, four (4) proposals were received. Motion carried.

*JCI Bridge Group	LaPorte, IN	\$14,000.00
Ellas Construction LLC	Munster, IN	\$27,740.00
LaPorte Construction	LaPorte, IN	\$36,700.00
Gariup Construction Co.	Gary, IN	\$43,470.00

Order #13 Agenda #17

In the Matter of L C Highway – Letter of recommendation to Dunnet Bay Construction in the amount of \$22,040.00 as the lowest responsive and responsible bidder for emergency repairs to Lake County Bridge #264, Hart Street over Hart Ditch.

Allen made a motion, seconded by Tippy, to approve and ratify emergency action of the Lake County Highway Department having accepted the lowest and most responsive bid of Dunnet Bay Construction in the amount of \$22,040.00 for emergency repairs to Lake County Bridge #264, Hart Street over Hart Ditch, seven (7) proposals were solicited, five (5) proposals were received. Motion carried.



## Order #13 Agenda #17 cont'd

*Dunnet Bay Construction	Glendale Heights, IL	\$22,040.00
Gariup Construction Co.	Gary, IN	\$30,080.00
Ellas Construction Co.	Gary, IN	\$30,000.00
Ellas Construction LLC	Munster, IN	\$49,000.00
JCI Bridge Group	LaPorte, IN	\$56,000.00

## Order #14 Agenda #18

In the Matter of L C Community Corrections – Amendment #1 to a contract between the Indiana Department of Corrections and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections concerning requirements for a work release center under a grant/contract with the Indiana Department of Corrections.

Upon brief discussion, mentioning expanding of population and revenue at no cost to the County, Allen made a motion, seconded by Tippy, to approve Amendment #1 to a contract between the Indiana Department of Corrections and the Board of Commissioners of the County of Lake on behalf of Lake County Community Corrections concerning requirements for a work release center under a grant/contract with the Indiana Department of Corrections. Kellie Bittorf present/spoke. Motion carried.

## Order #15 Agenda #19

In the Matter of L C Circuit Court – Legal Services Agreement between Thomas K. Hoffman and the Board of Commissioners of the County of Lake on behalf of Lake Circuit Court for Mental Health Commitment Counsel Service for the year 2018 in an amount not to exceed \$15,000.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Thomas K. Hoffman and the Board of Commissioners of the County of Lake on behalf of Lake Circuit Court for Mental Health Commitment Counsel Service for the year 2018 in an amount not to exceed \$15,000.00 payable at the rate of \$90.00 per hour. Motion carried.

## Order #16 Agenda #20

In the Matter of L C Court Administrator – Agreement between Axon Enterprise, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Court Administrator to supply the Lake Superior Court and Circuit Courts with replacement taser cartridges and batteries for the period of November 1, 2017 to October 31, 2022 in an amount not to exceed \$2,429.01 per year.

Allen made a motion, seconded by Tippy, to approve the Agreement between Axon Enterprise, Inc., 17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255, and the Board of Commissioners of the County of Lake on behalf of the Lake County Court Administrator to supply the Lake Superior Court and Circuit Courts with replacement taser cartridges and batteries for the period of November 1, 2017 to October 31, 2022 in an amount not to exceed \$2,429.01 per year. Motion carried.

## Order #17 Agenda #21

In the Matter of Lake Superior Court, Civil Division Room 3 – Lease/Purchase Agreement between Adams Remco, \*Inc. and the Board of Commissioners of the County of Lake on behalf of Lake Superior Court, Civil Division Room 3 for a Savin MP 5055Sp in two equal payments of \$2,701.00 each for a total of \$5,402.00.

Allen made a motion, seconded by Tippy, to approve the Lease/Purchase Agreement between Adams Remco, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake Superior Court, Civil Division Room 3 for a Savin MP 5055Sp Copier in two equal payments of \$2,701.00 each for a total of \$5,402.00. Motion carried.

## Order #18 Agenda #22

In the Matter of L C Board of Elections and Registration – Legal Services Agreement between John Reed and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Board Attorney Service for the year 2018 in an amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between John Reed and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Board Attorney Service for the year 2018 in an amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour. Motion carried.

## Order #18 Agenda #23

In the Matter of L C Board of Elections and Registration – Legal Services Agreement between Michael E. Tolbert and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Board Attorney Service for the year 2018 in an amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Michael E. Tolbert and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Board Attorney Service for the year 2018 in an amount not to exceed \$22,500.00 payable at the rate of \$90.00 per hour. Motion carried.

## Order #18 Agenda #24

In the Matter of L C Board of Elections and Registration – Agreement between Boss Reporters and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Board Attorney Service for the year 2018 in an amount of the various rates as listed on the agreement.

Allen made a motion, seconded by Tippy, to approve the Agreement between Boss Reporters and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Board Attorney Service for the year 2018 in an amount of the various rates as listed on the agreement. Motion carried.

## Order #18 Agenda #25

In the Matter of L C Board of Elections and Registration – Agreement 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 Infinity Voting System Software Maintenance for the year 2018 in an amount not to exceed \$12,000.00.

## Order #18 Agenda #25 cont'd

Allen made a motion, seconded by Tippy, to approve the Agreement 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 Infinity Voting System Software Maintenance for the year 2018 in an amount not to exceed \$12,000.00. Motion carried.

## Order #18 Agenda #26

In the Matter of L C Board of Elections and Registration – Agreement between Imaging Office Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Hardware Maintenance & Software Support for the year 2018 for two Canon DR-X10C Scanners and one Canon DR-9050C Scanner.

Allen made a motion, seconded by Tippy, to approve the Agreement between Imaging Office Systems, Inc. and the Board of Commissioners of the County of Lake on behalf of Lake County Board of Elections and Registration for Hardware Maintenance & Software Support for the year 2018 for two Canon DR-X10C Scanners and one Canon DR-9050C Scanner. Motion carried.

## Order #19 Agenda #27

In the Matter of L C Commissioners – Specification - HVAC in the Penthouses at the Lake County Government Center.

Allen made a motion, seconded by Tippy, to approve the Specifications for HVAC in the Penthouses at the Lake County Government Center. Motion carried.

## Order #20 Agenda #28

In the Matter of L C Commissioners – BIDS: HVAC in the Penthouses at the Lake County Government Center to be opened.

This being the day, time and place for the receiving of bids for HVAC in the Penthouses (Mechanical Room) at the Lake County Government Center for the L C Commissioners, the following bids were received:

Mechanical Concepts, Inc. Base bid #1 \$3,310,000.00 Alt #1 \$500,000.00

Commissioner Tippy asked questions to Bob Rehder, Allen made a motion, seconded by Tippy, to take the above-mentioned bid under advisement for further tabulation and recommendation.

## Order #21 Agenda #31

In the Matter of L C Commissioners – County Form 24 – Vendor House Account Contract with Lake County to purchase or rent supplies, goods, machinery and equipment from the following: Listed A-J.

Allen made a motion, seconded by Tippy, to approve L C Commissioners – County Form 24 – Vendor House Account Contract with Lake County to purchase or rent supplies, goods, machinery and equipment from the following: Listed A-J. Motion carried.

- A. Kimball Midwest
- B. Ace Hardware
- C. Indiana Grocery Group, LLC
- D. Exhaust Master Corp.
- E. Lake Shore True Value Hardware
- F. Oil Exchange
- G. Crown Point NAPA
- H. Star Uniform
- I. Don Bales, Inc.
- J. Crown Point Auto Repair

## Order #22 Agenda #32

In the Matter of L C Commissioners – Commissioners letter dated November 14, 2017 to the Calumet Township Trustee and Board Members concerning ambulance service in unincorporated Calumet Township and certified return receipt to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Commissioners letter dated November 14, 2017 to the Calumet Township Trustee and Board Members concerning ambulance service in unincorporated Calumet Township and certified return receipt to be made a matter of public record. Motion carried.

## Order #23 Agenda #33

In the Matter of L C Commissioners – Legal Services Agreement between the Law Office of John R. Cantrell and the Board of Commissioners of the County of Lake on behalf of the Lake County Health Department in an amount not to exceed \$36,000.00 payable at the rate of \$3,000.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between the Law Office of John R. Cantrell and the Board of Commissioners of the County of Lake on behalf of the Lake County Health Department in an amount not to exceed \$36,000.00 payable at the rate of \$3,000.00 per month. Motion carried.

## Order #24 Agenda #34

In the Matter of L C Commissioners – City of Gary Department of Planning & Redevelopment request for the transfer of parcels to the City of Gary.

Allen made a motion, seconded by Tippy with discussion, to approve the transfer of parcels to the City of Gary Department of Planning & Redevelopment, discussion, Tippy, "are these off of our tax sale list?", Repay, "are they parcels or certificates?", Dull, replied "parcels", Dull, "they're certificates", Tippy, "how many properties are included?", Repay, "lets clarify, it's a Commissioners Tax Sale Certificate", Dull, "correct", Repay, "we are transferring our rights to collect the property taxes owed by these tax payers and to perfect should they not collect". Motion carried.

(SEE FILE "2017 TAX SALE" FOR LIST)

Order #25 Agenda #35

In the Matter of L C Commissioners – Contractor pre-qualifications from the following to be made a matter of public record: A. Gary Material Supply, LLC; B. Midwestern Electric, Inc.

Allen made a motion, seconded by Tippy, to make a matter of public record the Contractor pre-qualifications from the following. Motion carried.

A. Gary Material Supply, LLC    B. Midwestern Electric, Inc.

Order #26 Agenda #36

In the Matter of L C Commissioners – Agreement for professional services between Cohen & Malad, LLP and Friedman & Associates PC and the Board of Commissioners of the County of Lake to prosecute claims on behalf of the County against certain pharmaceutical companies and distributors for damages incurred by the County as a result of the opioid epidemic created by the improper marketing and distribution of opioids.

Allen made a motion, seconded by Tippy, to approve the no cost Agreement for professional services between Cohen & Malad, LLP and Friedman & Associates PC and the Board of Commissioners of the County of Lake to prosecute claims on behalf of the County against certain pharmaceutical companies and distributors for damages incurred by the County as a result of the opioid epidemic created by the improper marketing and distribution of opioids. Motion carried.

**AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT** is effective on the last date stated below by and between the County of Lake, Indiana (COUNTY) and Cohen & Malad, LLP and Friedman & Associates PC (the FIRMS).

**RECITALS:**

COUNTY has incurred substantial damages as a result of the deceptive and unfair marketing and distribution of opioids, including but not limited to the payment for these opioids, and the public health and safety costs associated with the opioid epidemic created by the deceptive and unfair marketing and distribution scheme.

COUNTY recognizes that litigation to recover these damages may be extensive and expensive in terms of attorney fees and expenses and believes it to be in the best interests of its constituents to hire private counsel who will work on a contingent basis and advance the costs of litigation rather than expending its own funds to bring claims against the pharmaceutical companies and distributors and possibly others to recover those damages, and desires to retain the FIRMS to pursue such claims on the terms and conditions set forth below.

In consideration of the mutual covenants contained below, FIRMS agree to provide legal services pursuant to the terms and conditions set forth below, and COUNTY agrees to retain FIRMS and for the FIRMS to be compensated as provided below.

**1. Scope of the Engagement.**

FIRMS are hereby engaged to prosecute claims on behalf of COUNTY against certain pharmaceutical companies and distributors and possibly others who, in FIRMS' professional judgment, have responsibility for the damages incurred by COUNTY as a result of the opioid epidemic created by the improper marketing and distribution of opioids. This contract is for all

work related to the investigation, preparation and prosecution of a lawsuit, including trial and appeal. FIRMS may associate with other counsel in the prosecution of this litigation in their discretion but, **in no event, will COUNTY pay greater fees in total than set forth in**

**Paragraph 2.**

**2. Legal Fees.**

In consideration for this legal representation, COUNTY agrees to pay and hereby assigns to FIRMS 33 1/3% of the gross amount of any settlement recovered on behalf of COUNTY obtained prior to 60 days before trial, 40% of any settlement or verdict recovered ("Recovery") on behalf of COUNTY if such Recovery is obtained after 60 days before trial but before a notice of appeal is filed, and 50% of any Recovery obtained after the filing of a notice of appeal by any party. If there is no Recovery, there is no fee. However, if a remedy is obtained consisting of or including non-monetary relief, COUNTY agrees to pay and assign to the FIRMS the fee percentage set forth above based on the value of the non-monetary relief. If there is a dispute over the value of the non-monetary relief, and the parties cannot reach a settlement of that dispute, the value of the non-monetary relief shall be decided in accordance with the Commercial Rules of the American Arbitration Association then in effect. This agreement to arbitrate for this limited purpose will be enforceable under the Indiana Uniform Arbitration Act, 34-57-2-1 *et seq.*

The percentage contingent fee for FIRMS' legal services is and will continue to be the lowest percentage contingent fee charged by FIRMS to any governmental entity to represent it in contingent litigation asserting claims relating to the opioid epidemic. If FIRMS contract with any governmental entity to represent it in contingent litigation asserting claims relating to the opioid epidemic at a lower percentage contingent fee than the percentage contingent fee set forth in this agreement, the percentage contingent fee set forth in this agreement shall automatically be

**Order #26 Agenda #36 cont'd**

reduced to correspond to the lower percentage contingent fee.

**3. Expenses.**

FIRMS will advance all out-of-pocket litigation costs and expenses incurred in the prosecution of COUNTY'S claim. These costs shall be deducted from the COUNTY'S recovery, which is the recovery remaining after payment of attorneys' fees as provided in paragraph 2. These costs and expenses include, but are not limited to: the costs of case investigation; photographs; deposition related expenses; litigation support services; expert witness fees; charts and graphs; court costs; computerized legal research; telephone bills; photocopying; overnight mailings; courier expenses; travel expenses; court-imposed conference expenses; assessments, fees or common benefit expenses imposed by any Court in connection with any multidistrict litigation proceedings. These costs do not include any of COUNTY'S own costs, such as time to gather documents, calculate damages, prepare for deposition and trial, personnel time and the like. FIRMS and their associated counsel are hereby authorized to advance the costs and expenses relating to the litigation and prosecution of COUNTY'S claim.

**In the event that there is no recovery, either through litigation, settlement, or any extra-judicial resolution, COUNTY is not obligated to reimburse FIRMS and their associated counsel for their costs.**

**4. Joint Responsibility and Division of Fees.**

The FIRMS shall be jointly responsible for representation of COUNTY in this matter, and the legal fees paid to the FIRMS shall be divided as follows: 80% to Cohen & Malad, LLP and 20% to Friedman & Associates PC. COUNTY hereby agrees that the FIRMS may, in their professional judgment, associate with other law firms, subject only to the COUNTY'S approval of the division of legal fees with such other firms, which approval shall not be unreasonably

withheld. **In no event, however, shall the legal fees paid by the COUNTY in this matter exceed the amounts provided by Paragraph 2 of this agreement.**

**5. Sharing of Costs and Expenses.**

If FIRMS represent other public-entity clients in litigation related to the opioid epidemic, FIRMS will allocate common expenses, such as expert witnesses, among all plaintiffs in that litigation proportionately to the value of the recovery obtained for each such client.

**6. Withdrawal and Termination.**

COUNTY understands that the FIRMS reserve the right to withdraw from the representation of COUNTY provided by this Agreement for any ethical reason including but not limited to: if COUNTY fails to cooperate in the pursuit of its claims or if FIRMS determine, prior to or after filing a lawsuit on behalf of COUNTY, that the prosecution of COUNTY'S claim is not feasible or there is insufficient legal, factual, practical or economic basis to pursue the COUNTY's claims.

If FIRMS withdraw or if COUNTY terminates the FIRMS, then the FIRMS shall be entitled to reimbursement of costs and expenses, as well as legal fees based on quantum meruit, from any recovery and shall have a lien upon any recovery obtained by COUNTY in this matter in an amount consistent with this agreement.

**7. Communication to and Cooperation from COUNTY.**

FIRMS will make all reasonable efforts to communicate relevant updates to COUNTY. COUNTY agrees that COUNTY will cooperate and promptly respond to litigation requests for information, such as discovery responses, and to provide documents related to the prosecution of this case.

**8. Consent of COUNTY and FIRMS for Settlement.**

FIRMS agree not to settle COUNTY's claim without consent of COUNTY. Likewise, COUNTY agrees not to make any settlement without the involvement of the FIRMS and payment of their fees and costs in accordance with this agreement. COUNTY authorizes FIRMS to negotiate on its behalf either individually or as part of a global settlement, with appropriate informed consent.

**9. Settlement Offers.**

In the event that FIRMS recommend to COUNTY that COUNTY accept a settlement offer, and COUNTY rejects that offer, FIRMS may, in their sole discretion, require COUNTY to advance all future costs and expenses in the lawsuit. To the extent that COUNTY obtains substitute counsel at the time of a pending settlement offer, COUNTY agrees that FIRMS shall retain a lien on the existing offer in an amount consistent with this Agreement and principles of quantum meruit.

**10. Settlement of Fewer Than All Defendants.**

In the event there are multiple defendants in this litigation, and settlement is achieved with one or more, but not all of the defendants, FIRMS reserve the right to recover all then outstanding costs and expenses, and to escrow an amount that FIRMS reasonably anticipate will be necessary to cover the expenses through the remainder of the litigation.

**11. Power of Attorney.**

FIRMS' signators to this Agreement are hereby granted a power of attorney giving them full authority to prepare, sign and file all legal instruments, pleadings, drafts, authorizations and papers as shall be reasonably necessary to commence, conduct and conclude this representation.

**COUNTY and its counsel have read and understand this Agreement.**

**Lake County, Indiana Commissioners To File Lawsuit Against Opioid Manufacturers and Distributors**

The Lake County, Indiana Commissioners have agreed to file a lawsuit on behalf of Lake County against opioid manufacturers and distributors for their part in causing the opioid crisis that has gripped the community. Drug overdoses claimed the lives of 114 Lake County residents last year. This number has increased every year since 2012. The lawsuit will be filed to recover funds to address the overwhelming financial burden that the opioid crisis has placed on the county.

The manufacturer defendants will be Purdue Pharma, Cephalon, Inc., Teva Pharmaceuticals, Johnson & Johnson, Janssen Pharmaceuticals, Noramco, Inc., Endo Pharmaceuticals, Mallinckrodt PLC, Allergan PLC, and Watson Pharmaceuticals. The lawsuit will allege that these manufacturers deceptively marketed the appropriate uses, risks, and safety of opioids.

The opioid distributor defendants will be AmerisourceBergen Drug Corporation, Cardinal Health, Inc., and McKesson Corporation. The lawsuit will allege these distributors failed in their duty to report and stop suspicious orders of opioids that flooded Lake County. For example, in 2012 and 2013, there were 96 opioid prescriptions per 100 Lake County residents.

***Quote from Lake County Commissioners***

In the Matter of L C Commissioners – Memorandum of Understanding concerning Demolition between the Gary Redevelopment Commission and the Board of Commissioners of the County of Lake.

Allen made a motion, seconded by Tippy, to approve the Memorandum of Understanding concerning Demolition between the Gary Redevelopment Commission and the Board of Commissioners of the County of Lake. Motion carried.

**Memorandum of Understanding for Demolition  
Between the Lake County Board of Commissioners and the  
Gary Redevelopment Commission**

**WHEREAS**, the Gary Redevelopment Commission, (Commission), is a governmental entity duly organized under the existing under the laws of the State of Indiana and the municipal Code of the Commission of Gary; and

**WHEREAS**, pursuant to Indiana code (IC 36-7-14 et seq), the Commission is duly authorized to enter into agreements (Memorandums of Understandings) that foster the development and redevelopment of the property within the jurisdictional boundaries of the Commission of Gary; and

**WHEREAS**, the Commission possesses the professional staff necessary to prepare the legally required documents for bidding out the demolition, to implement the legally required bidding and selection of bid process, to draft an appropriate contract for the demolition, and to monitor the performance of the demolition of said Property, including, but not limited to, the inspection for asbestos and other hazardous materials, and the completion of the necessary notices to the Indiana Department of Environmental Management, and the proper disposal of demolition debris; and

**WHEREAS**, the Lake County Board of Commissioners serve as the executive body for Lake County, Indiana; and

**WHEREAS**, the Lake County Board of Commissioners have transferred properties previously to the Gary Redevelopment Commission who have undertaken the care and custody of these properties; and

**WHEREAS**, when these properties in the form of tax sale certificates were received, the Gary Redevelopment Commission had to expend monies to put the properties in the name of the Commission; and

**WHEREAS**, there exists a need for both the Commission and the Board of Commissioners to focus on facilities whose demolition is necessary for the Economic Development of Gary in order to increase the assessed value and subsequently the tax revenue that will be received by both the City of Gary and Lake County, Indiana; and

**WHEREAS**, the demolition of various properties helps promote public safety by removing structures in which on occasion illegal activities take place; and

**WHEREAS**, both the Gary Police Department and the Lake County Sheriff have a public safety responsibility and public safety jurisdiction within the City of Gary; and

**WHEREAS**, the Lake County Board of Commissioners and the Gary Redevelopment Commission through the City of Gary could have opted to structure and effect an interlocal agreement but chose to utilize a Memorandum of Understanding because this method was used successfully in a previous demolition; and

**WHEREAS**, the recitals, representations, covenants and recitations set forth in the foregoing are material to this Agreement and are hereby incorporated into and made a part of this Agreement; and

**NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

**A. Responsibilities of Gary Redevelopment Commission:**

1. Provide the personnel with the necessary qualifications to properly perform all of the activities required to properly prepare plans and specifications and other bid documents required to hire a licensed asbestos inspector and a demolition contractor for demolition of the buildings located at the following three (3) sites:
  - a. 800 Jackson Street
  - b. 1973 Clark Road
  - c. 1236 Rutledge all Gary, Indiana ( See Ex A for Key numbers)
2. Prepare and provide an itemized cost and expense proposal to the Board of Commissioners for providing all of the services provided for herein and discuss this with the Board of Commissioners.
3. Prepare a detailed project schedule in a format agreeable to both parties stating the estimated time required for completion of performance of each of the significant phases of this project.
4. Secure the appropriate inspection of the Property for asbestos and other hazardous materials and substances and report findings regarding same to the Board of Commissioners and the Indiana Department of Environmental Management.

5. Implement the necessary process to properly procure competitive quotes or bids for the inspection and demolition work, including, but not limited to, advertising for bids.
6. Share draft copies of all bid documents and contracts with the counsel designated by the Board of Commissioners for review and comment at least fourteen (14) calendar days before letting the demolition project for bid and discuss any changes requested by Board of Commissioners.
7. Share copies of all quote and bid documents, including necessary insurance certificates and bonds, with Board of Commissioners along with an appropriate quote and bid tabulations.
8. Award the contracts for the inspection and demolition work to the lowest responsive and responsible bidder.
9. Monitor and document the monitoring of the inspection and demolition, and all necessary report preparation, to verify compliance with all legal requirements and the contract documents, including properly securing the Property during demolition.
10. Notify, orally and in writing, the inspection and demolition contractors of any observed noncompliance and provide copies of all said notices to Board of Commissioners.
11. Issue stop orders for any legal violations or significant noncompliance with any substantial requirement of the contract documents and work with the contractor(s) to regain compliance and completion of the project. Copy Board of Commissioners on any and all such orders and keep Board of Commissioners advised of the progress toward compliance.
12. Review and make written recommendations for all contractor pay requests and requests for change orders and provide copies of same to Board of Commissioners.
13. Issue a certificate of substantial completion for the demolition work, signed by both the contractor and the Commission, when appropriate, along with an appropriate punch list.

- 
14. Issue a certificate of final completion, signed by the contractor and Commission, and an accompanying recommendation for final payment.
  15. Submit detailed, itemized invoices in a format specified by the Board of Commissioners, based on a time and materials basis, to the Board of Commissioners for payment for the Commission's services, in accordance with paragraph B.

**B. Responsibility of The Board of Commissioners:**

1. Provide the funds for the demolition project in an amount up to the specific total listed for each of the following project separately:
  - a. 800 Jackson Street: (1) Up to \$49,950.00 excluding asbestos abatement (2) Up to \$10,000 for asbestos abatement.
  - b. 1973 Clark Road: Up to \$7,000.00
  - c. 1236 Rutledge all Gary, Indiana: Up to \$8,000.00
2. Designate Board of Commissioners Counsel and cooperate with Commission in good faith by providing the Commission with all requested documentation that is reasonably available, promptly discussing issues about the project as they develop, and provide the Commission control of access to the Property throughout the quoting, bidding, inspection, and demolition processes.
3. Review and comment on all draft documentation submitted to it by the Commission in an expeditious manner.
4. Make payments to the inspector and contractor as recommended by Commission within thirty (30) calendar days of receiving the Commission's written recommendation regarding same.
5. Pay all appropriate Commission invoices within thirty (30) calendar days of receipt by the Board of Commissioners.

- C. Agreement Duration.** This Agreement shall begin upon execution of all parties and shall last until project completion, but no longer than one (1) year after commencement of the Project, unless extended by written agreement of all parties.




- D. Administrative Authority. Primary authority for administration and management of the demolition project shall primarily rest with the Commission and its authorized representatives. The Board of Commissioners shall cooperate with the Commission with respect to the project and shall have final decision making authority regarding the expenditure of Board of Commissioners funds provided under this Agreement. The parties hereby delegate the duty to receive, disburse, and account for all monies associated with this Agreement to the Office of the Controller of the Commission of Gary, Indiana.
- E. Filing. This Agreement will be filed with the Indiana State Board of Accounts within thirty (30) calendar days after execution.
- F. Time of Essence. Time is of the essence of this Agreement. The parties shall make every reasonable effort to expedite the subject matters hereof (subject to any time limitations described herein) and acknowledge that the successful performance of this Agreement requires their continued cooperation.
- G. Records. The Commission agrees to maintain all records and documentation related to and supportive of the demolition project. Further, any such records and necessary information that may be maintained by the Commission shall be readily available to Board of Commissioners, its representatives or designated agent(s), external auditors, State Board of Accounts, or other duly authorized parties requiring access to such records. The Commission shall ensure that such records are maintained in accordance with the governing federal and state regulations, and shall keep all related records in a readily accessible location for a minimum of six (6) years, unless a longer retention term is required by Indiana law, or unless such records are the subject of litigation or audit, in which case they shall be maintained pending the completion of such action. The Commission shall cooperate with Board of Commissioners to ensure the availability of all records related to this Agreement as may be required for audit, monitoring or reporting purposes.
- H. Liability. Each party to this Agreement shall be fully liable for the acts and omissions of its respective employees and agents in the performance of this Agreement to the extent permitted by law.
- I. Breach. Before any failure of any party of this Agreement to perform its obligations under this Agreement shall be deemed to be a breach of this Agreement, the party claiming such failure shall notify, in writing, the party alleged to have failed to perform such obligation and shall demand performance. No breach of this Agreement may be found to have occurred if performance has commenced to the reasonable satisfaction of the complaining party within thirty (30) calendar days of the receipt of such notice. If after such notice, the breaching party fails to cure the breach, the non-breaching party may seek any remedy available at law or equity, subject however to the compulsory non-binding mediation provided below.
- J. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, and by the execution of such amendment by the parties or their successors in interest.
- K. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.
- L. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement and, to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.
- M. Construction and Interpretation of Agreement / Indiana Law. This Agreement shall be construed in accordance with the laws of the State of Indiana. The parties agree that they and their attorneys have each reviewed this Agreement, and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party or parties shall not be used in the interpretation of this Agreement.


- N. Waiver Ineffective. No waiver, modification, or amendment of any term, condition, or provision of this Agreement shall be valid or have any force or effect unless made in writing and signed by the parties.
- O. Notices. All notices and requests required pursuant to this Agreement shall be deemed sufficiently made if delivered, as follows:
  - To the Commission:
    - Attn: Attorney Gilbert King, Jr.
    - 504 Broadway St. Ste. 200
    - Gary IN, 46402
  - To the Board of Commissioners:
    - Attn: Commissioner Kyle Allen
    - 2293 North Main Street
    - Crown Point, IN 46307

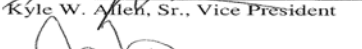
or at such other addresses as the parties may indicate in writing to the other either by personal delivery, courier, or by registered mail, return receipt requested, with proof of delivery thereof. In the event notice delivered by registered mail is refused or otherwise undeliverable, said notice may be delivered by regular mail. Mailed notices shall be deemed effective on the third day after mailing; all other notices shall be effective when delivered.
- P. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same agreement.
- Q. Assignment. The rights and obligations contained in this Agreement may not be assigned without the express prior written consent of the party. No Third-Party Beneficiaries. This Agreement shall be deemed to be for the benefit solely of the parties hereto and shall not be deemed to be for the benefit of any third-party.

Effective Date. Notwithstanding anything herein to the contrary, this Agreement shall not be effective until all parties hereto have executed this Agreement.


Lake County Board of Commissioners  
Commission

  
Michael Repay, President

  
Kyle W. Allen, Sr., Vice President

  
Jerry Tippy, Member

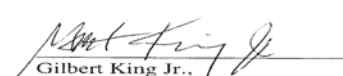
Gary Redevelopment

  
Eric E. Reaves, Vice-President

Attest By:   
John Petalas, Auditor

Attest:   
Namon Flournoy, Secretary

December 13, 2017  
Date

  
Gilbert King Jr.,  
Commission Attorney

12-06-2017  
Date

EXHIBIT 1:  
800 Jackson Street 45-08-04-455-010.000-004  
1973 Clark Road 45-08-07-351-012.000-004  
1236 Rutledge Street 45-08-08-180-018.000-004

In the Matter of L C Commissioners – Contract award for the King Court and Ralston Street Park Rehabilitation Projects. Recommendation of award to Precision Builders, Inc. as the lowest responsive and responsible bidder in an amount not to exceed \$595,000.00.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Precision Builders, Inc.** with \$595,000.00 as the lowest responsive and responsible bidder for King Court and Ralston Street Park Rehabilitation Projects for the Lake County Commissioners, upon a motion made by Allen, seconded by Tippy, with the recommendation of Lochmueller Group. Motion carried.

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

PRECISION BUILDERS, INC. W/ *Hudson Insurance Company* in the amount of 5% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for KING COURT AND RALSTON STREET PARK REHABILITATION PROJECTS FOR LAKE CO. BOARD OF COMMISSIONERS FOR \$595,000.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 13, 2017

MICHAEL REPAY  
KYLE ALLEN, Sr.  
JERRY TIPPY

PRECISION BUILDERS, INC.

Order #29 Agenda #41

In the Matter of L C Commissioners – Seminar Suggestions to be made a matter of public record.

Allen made a motion, seconded by Tippy with discussion, to make a matter of public record the Seminar Suggestions, discussion, Dull spoke to clarify the Seminar Suggestions. Motion carried.

Order #30 Agenda #42

In the Matter of L C Commissioners – Lake County Board of Commissioners 2018-2019 CEDIT Capital Development Plan.

Allen made a motion, seconded by Tippy, to approve the Lake County Board of Commissioners 2018-2019 CEDIT Capital Development Plan as required by State Law, Larry Blanchard present/spoke regarding the 2yr plan. Motion carried.

Order #31 Agenda #43

In the Matter of L C Commissioners – Summary from Commissioners Attorney concerning bids received at the November 15, 2017 Commissioners meeting for HVAC – Replacement of Rooftop Units on the Jail Addition at the Lake County Government Center, LED Lighting – Replacement of Light Fixtures with new LED Light Fixtures at various Lake County Government Facilities, and Electrical – Improvements and Renovations for VoIP at the Hammond Courthouse to be made a matter of public record.

Allen made a motion, seconded by Tippy, to make a matter of public record the Summary from Commissioners Attorney concerning bids received at the November 15, 2017 Commissioners meeting for HVAC – Replacement of Rooftop Units on the Jail Addition at the Lake County Government Center, LED Lighting – Replacement of Light Fixtures with new LED Light Fixtures at various Lake County Government Facilities, and Electrical – Improvements and Renovations for VoIP at the Hammond Courthouse, letter dated November 22, 2017. Motion carried.

Order #32 Agenda #44 A

In the Matter of L C Commissioners – Letter of recommendation from CSK Architects, P.C. concerning the following: A. Project #1 – HVAC – Replacement of Rooftop Units on the Jail Addition at the Lake County Government Center – Mechanical Concepts in the amount of \$1,248,863.00 as the lowest responsive and responsible bidder

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Mechanical Concepts** with \$1,248,863.00 for Project #1 – HVAC – Replacement of Rooftop Units on the Jail Addition at the Lake County Government Center being the lowest responsive and responsible bid as recommended by Mr. Bob Rehder and CSK Architects, upon a motion made by Allen, seconded by Tippy with discussion. Motion carried 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Project #1 – HVAC – Replacement of Rooftop Units on the Jail Addition at the Lake County Government Center for L.C. Board of Commissioners, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

MECHANICAL CONCEPTS, INC. W/ *Hudson Insurance Company* in the amount of 5% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for HVAC – REPLACEMENT OF ROOFTOP UNITS ON THE JAIL ADDITION AT THE LAKE COUNTY GOVERNMENT CENTER FOR LAKE CO. BOARD OF COMMISSIONERS FOR \$1,248,863.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 13, 2017

MICHAEL REPAY  
KYLE ALLEN, Sr.  
JERRY TIPPY

MECHANICAL CONCEPTS, INC.

## Order #32 Agenda #44 B

In the Matter of L C Commissioners – Letter of recommendation from CSK Architects, P.C. concerning the following: B. Project #2 – LED Lighting – Replacement of Light Fixtures with new LED Light Fixtures at the various Lake County Government Facilities throughout the County – recommend rejection of all bids

Allen made a motion, seconded by Tippy, to reject all bids for Project #2 – LED Lighting – Replacement of Light Fixtures with new LED Light Fixtures at the various Lake County Government Facilities throughout the County as recommended by CSK Architects, P.C., low bid did not meet specifications provided. Motion carried 3-0.

## Order #32 Agenda #44 C

In the Matter of L C Commissioners – Letter of recommendation from CSK Architects, P.C. concerning the following: C. Project #3 – Electrical – Improvements and Renovations for VoIP at the Hammond Courthouse – Midwestern Electric in the amount of \$165,188.00 as the lowest responsive and responsible bidder.

The Board having previously taken the bids under advisement does hereby accept the recommendation to award **Mechanical Concepts** with \$165,188.00 for Project #3 – Electrical Improvements and Renovations for VoIP at the Hammond Courthouse being the lowest responsive and responsible bid as recommended by Mr. Bob Rehder and CSK Architects, upon a motion made by Allen, seconded by Tippy. Motion carried 3-0.

And it appearing to said Board of Commissioners that the above company's bid being the most responsive and responsible bid for Project #3 – Electrical Improvements and Renovations for VoIP at the Hammond Courthouse for L.C. Board of Commissioners, having complied with the law as provided by statute and filed with their bid the proper affidavit as by law provided and their bond or certified check in the amount of:

MECHANICAL CONCEPTS, INC. W/ The *Hanover Insurance Company* in the amount of 10% of bid total is hereby approved by the Board of Commissioners.

There being sufficient unobligated appropriated funds available, the contracting authority of Board of Commissioners hereby accepts the terms of the attached bid for classes or items numbered for ELECTRICAL IMPROVEMENTS AND RENOVATIONS FOR VoIP AT THE HAMMOND COURTHOUSE FOR LAKE CO. BOARD OF COMMISSIONERS FOR \$165,188.00 and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members: Date: December 13, 2017

MICHAEL REPAY  
KYLE ALLEN, Sr.  
JERRY TIPPY

MECHANICAL CONCEPTS, INC.

## Order #33 Agenda #45

In the Matter of L C Commissioners – Amendment to an agreement entered into on February 8, 2017 between Richard J. Cockrum (Capitol Assets, LLC) and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2018 in an amount not to exceed \$72,000.00 to be paid at the rate of \$6,000.00 per month.

Allen made a motion, seconded by Tippy, to approve the Amendment to an agreement entered into on February 8, 2017 between Richard J. Cockrum (Capitol Assets, LLC) and the Board of Commissioners of the County of Lake on behalf of the Lake County Council for the year 2018 in an amount not to exceed \$72,000.00 to be paid at the rate of \$6,000.00 per month. Motion carried.

## Order #34 Agenda #46

In the Matter of L C Commissioners – Lake County Council Ordinance authorizing issuance of bonds for the purpose of providing funds to be applied to pay judgments entered against the County and incidental expenses in connection therewith and on account of the issuance of the Bonds.

Allen made a motion, seconded by Tippy with discussion, to approve Lake County Council Ordinance authorizing issuance of bonds for the purpose of providing funds to be applied to pay judgments entered against the County and incidental expenses in connection therewith and on account of the issuance of the Bonds (\$8,250,000.00). Motion carried.  
(SEE FILE "ORDINANCES" FOR COPY OF ORDINANCE)

## Order #35 Agenda #48

In the Matter of L C Commissioners – Letter from the Commissioners Attorney concerning Global Equipment Co. Account #4131302.

Allen made a motion, seconded by Tippy, to make a matter of public record the letter from Commissioners Attorney, Mr. John Dull, concerning Global Equipment Co. Account #4131302, dated October 26, 2017. Motion carried.

## Order #36 Agenda #49

In the Matter of L C Commissioners – Ziese & Sons Excavating, Inc. Change Order #1 concerning the Equalization Basin #1, Hermits Lake Plant for additional cuts/tears encountered in liner in an amount not to exceed \$1,335.00.

Allen made a motion, seconded by Tippy, to approve Change Order #1 concerning the Equalization Basin #1, Hermits Lake Plant for additional cuts/tears encountered in liner to Ziese & Sons Excavating, Inc., 6929 W. 109<sup>th</sup> Avenue, Crown Point, IN 46307, in an amount not to exceed \$1,335.00, Larry Blanchard present/spoke. Motion carried.

## Order #37 Agenda #50

In the Matter of L C Commissioners – Gary Housing Authority request for Parcel Nos. 45-08-03-301-009.000-004 and 45-08-03-301-010.000-004.

Allen made a motion, seconded by Tippy, to approve the request for Parcel Nos. 45-08-03-301-009.000-004 and 45-08-03-301-010.000-004 submitted from Gary Housing Authority, letter of request from Harris Law Firm dated November 13, 2017. Motion carried.

Order #37 Agenda #51 A-F

In the Matter of L C Commissioners – Gary Public Transportation Corp request for Parcel Nos. A. 45-08-15-305-002.000-004; B. 45-08-15-305-003.000-004; C. 45-08-15-305-004.000-004; D. 45-08-15-305-005.000-004; E. 45-08-15-305-006.000-004; F. 45-08-15-305-007.000-004.

Allen made a motion, seconded by Tippy, to approve the request from Gary Public Transportation Corp General Manager, letter dated October 17, 2017, for Parcel Nos.:

- A. 45-08-15-305-002.000-004
- B. 45-08-15-305-003.000-004
- C. 45-08-15-305-004.000-004
- D. 45-08-15-305-005.000-004
- E. 45-08-15-305-006.000-004
- F. 45-08-15-305-007.000-004. Motion carried.

Order #38 Agenda #52

In the Matter of L C Commissioners – Legal Services Agreement between Derrick Julkes and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$36,000.00 payable at the rate of \$3,000.00 per month.

Allen made a motion, seconded by Tippy, to approve the Legal Services Agreement between Derrick Julkes and the Board of Commissioners of the County of Lake for the year 2018 in an amount not to exceed \$36,000.00 payable at the rate of \$3,000.00 per month. Motion carried.  
(SEE FILE "ATTORNEY CONTRACT" FOR AGREEMENT)

Order #39 Agenda #53

In the Matter of L C Commissioners – Lake County Council Ordinance appropriating the proceeds of the Lake County Indiana General Obligation Judgment Funding Bonds of 2018.

Allen made a motion, seconded by Tippy, to approve Lake County Council Ordinance No. 1415B, A General Ordinance of Lake County, Indiana, Appropriating the proceeds of the Lake County Indiana General Obligation Judgment Funding Bonds of 2018. Motion carried.  
(SEE FILE "ORDINANCES" & "BONDS" FOR COPY OF ORDINANCE)

Order #40 Agenda #54 A-C

In the Matter of Review and Approval of the Minutes of A. Regular Meeting, Wednesday, October 18, 2017; B. Special Meeting, Wednesday, October 25, 2017; C. Special Meeting, Wednesday, November 8, 2017.

Allen made a motion, seconded by Tippy, to approve the Minutes of the Regular Meeting held Wednesday, October 18, 2017, Special Meeting held Wednesday, October 25, 2017, and Special Meeting held Wednesday, November 8, 2017. Motion carried

Order #41 Agenda #55

In the Matter of Motion to Adjourn

Comes now, Larry Blanchard, before the Board of Commissioners of the County of Lake, to give a report to the Commissioners, stating, "Short report, Commissioners, on those statues, about in gear, with the self-insurance, related to the supplemental retiree plan switching from a private firm to the County handling the claims for the supplement and the plan continues in efforts like it will we've got five (5) months of numbers it should provide a savings of approximately three quarters of a million dollars next year so that's a good move". Repay, responded, "thanks, sometimes we forget to report the good things, but also I would say we have the ability to do that, the flexibility to do that because of what people did in the past to make sure that our existing health program was solid enough to provide the adequate reserves to do it in-house, thanks Larry."

The next Board of Commissioners Regular Meeting will be held on Wednesday, December 20, 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 Dull

\_\_\_\_\_  
MICHAEL REPAY, PRESIDENT

\_\_\_\_\_  
KYLE ALLEN Sr., COMMISSIONER

\_\_\_\_\_  
JERRY TIPPY, COMMISSIONER

ATTEST:

\_\_\_\_\_  
JOHN E. PETALAS, LAKE COUNTY AUDITOR

