

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 Matthew Cruz 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 26th day of April, 2019 at about 2:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 26th day of April, 2019 at about 2:00 p.m.

Order #1 Agenda #1-f1

In the Matter of Finalization of Agenda: 1) Certificate of Service of Meeting Notice to those who have made a written request for notice; 2) Additions, deletions, corrections; 3) Approval of final agenda to be incorporated into official Minutes.

Allen made a motion, seconded by Tippy, to approve the Additions: Item 5c – Approval of Board of Commissioner's Meeting minutes from February 6, 2019; Item 7b2 – Commissioner: Request for Qualifications to provide professional services related to the County's Group Employee Health Benefits Program to be returned to the Auditor's Office by 9:30 a.m. on Wednesday, May 15, 2019; Item 7b3 – Fairgrounds: Approve specifications and advertisement for bids for the Electrical Upgrade project at the Lake County Fairgrounds, Corrections – Item 4d1 – should read to be returned June 4, 2019; Item 7b1 should be Commissioners and Deletions: Item 18a6 – V&A Towing LLC, ordered same to approve the final agenda as amended and Certificate of Service of Meeting Notice to those who have made a written request for notice. Motion carried 2-0, 1 absent.

Order #2 Agenda #4a

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: a. Permission to open bids, quotes and proposals during public meeting.

Allen made a motion, seconded by Tippy, to allow the opening of the Bids/Proposals. Motion carried 3-0.

Order #3 Agenda #4d1

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: d. Highway: Demolition And Removal of Three (3) Homes in the Town of Dyer For The Replacement of Lake County Bridge #264, Hart Street over Hart Ditch (to be returned June 4, 2019).

Allen made a motion, seconded by Tippy, to approve seeking of proposals for the Highway Department for Demolition and Removal of Three (3) Homes in the Town of Dyer for the Replacement of Lake County Bridge #264, Hart Street over Hart Ditch (to be returned June 4, 2019). Motion carried 3-0.

Order #4 Agenda #5 a-b ADD Agenda #5c

In the Matter of Approval of Minutes From Prior Meetings: a. Approval of Board of Commissioner's Meeting minutes from December 19, 2018; b. Approval of Board of Commissioner's Meeting minutes from January 16, 2019; c. Approval of Board of Commissioner's Meeting minutes from February 6, 2019.

Allen made a motion, seconded by Tippy, to approve the Meeting Minutes of the Board of Commissioner's Meetings held December 19, 2018, January 6, 2019 and February 6, 2019. Motion carried 3-0.

Order #5 CORR Agenda #7b1

In the Matter of Public Selection of At Least Three Vendors from whom to seek Quotes: Approval of Specification for Seeking Proposals, Select the Vendors, and Set the Return Date: b. Services: option for any service: 1) Commissioners: Request permission to seek proposals from the following financial institutions for Lease to Own Financing to purchase 19 Police Sedans for the Sheriff's Department. Proposals to be returned on Wednesday, June 5th, 2019 by 9:30 a.m. in the Auditor's Office.

Allen made a motion, seconded by Tippy, to approve the seeking of proposals for Lease to Own Financing to purchase 19 Police Sedans for the Sheriff's Department from the following financial institutions for Lake County Commissioners for the return of proposals by Wednesday, June 5th, 2019 by 9:30 a.m. in the Auditor's Office. Motion carried 3-0.

Fifth Third Bank US Bancorp Government Leasing & Finance First Capital Equipment Leasing Corp. PNC Bank

Order #6 ADD Agenda #7b2

In the Matter of Public Selection of At Least Three Vendors from whom to seek Quotes: Approval of Specification for Seeking Proposals, Select the Vendors, and Set the Return Date: b. Services: option for any service: 2) Commissioners: Request for Qualifications to Provide Professional Services related to the County's Group Employee Health Benefits Program to be returned to the Auditor's Office by 9:30 a.m. on Wednesday, May 15, 2019.

Allen made a motion, seconded by Tippy, to approve the request to seek qualifications to Provide Professional Services related to the County's Group Employee Health Benefits Program for Lake County Commissioners to be advertised for the return of qualifications to the Auditor's Office by 9:30 a.m. on Wednesday, May 15, 2019. Motion carried 3-0.

Order #7 ADD Agenda #7b3

In the Matter of Public Selection of At Least Three Vendors from whom to seek Quotes: Approval of Specification for Seeking Proposals, Select the Vendors, and Set the Return Date: b. Services: option for any service: 3) Fairgrounds: Approve specifications and advertisement for bids for the Electrical Upgrade project at the Lake County Fairgrounds.

Order #7 ADD Agenda #7b3 cont'd

Allen made a motion, seconded by Tippy, to approve the advertising of Specifications for Electrical Upgrade Project at the Lake County Fairgrounds on behalf of Lake County Fairgrounds Superintendent. Motion carried 3-0.

Order #8 Agenda #8b5a

In the Matter of Action to Form Contracts: b. Services: 5) From a single source: a. Sheriff: Food Service Partnership Agreement with Summit Food Service, LLC expiring December 31, 2020 in the amount of \$1.219 per meal.

Allen made a motion, seconded by Tippy with discussion, to approve on behalf of the Sheriff the Food Service Partnership Agreement with Summit Food Service, LLC expiring December 31, 2020 in the amount of \$1.219 per meal, discussion, Tippy, asking, "is this contract an extension of what we already started or are there changes from the initial contract?", reply was "no" additional comments from Warden Zenk are inaudible (speaking from where seated), Attorney Fech, continued, stating, "we went back and forth with Summit in terms of the language that was required with Zenk and John Kopak who were extensively involved, this is the actual contract between Lake County and Summit Foods, brief discussion continued and closed. Motion carried 3-0.

FOOD SERVICE PARTNERSHIP AGREEMENT

This Food Service Partnership Agreement is made and entered into by and between Lake County, IN ("Client"), and Summit Food Service, LLC, a New Mexico Limited Liability Company ("Company") (collectively "the Parties").

1. TERM AND INTENT

- 1.1 Client grants Company the exclusive right to provide Food Service, to operate the Food Service Facilities, and to provide to Client, employees, guests and other persons at the Premises such Food Service and Products.
- 1.2 This Agreement shall commence on January 11, 2019 (the "Commencement Date") or sooner if mutually agreed upon in writing by both of the Parties. The Agreement will remain in effect through December 31, 2020. The Agreement may be renewed for one (1) addition year, unless either party provides written notice of termination to the other party at least sixty (60) days prior to the expiration date or unless this Agreement is otherwise terminated as set forth herein.

2. DEFINITIONS

- 2.1. Accounting Period. Company's accounting calendar is based on an accounting cycle consisting of three (3) rotational periods of four (4) weeks, four (4) weeks, five (5) weeks.
- 2.2. Agreement. In order of precedence: (i) this Food Service Partnership Agreement, Exhibits and Schedules, as amended and, where specifically included by reference, (ii) the Company's Proposal and (iii) the Solicitation.
- 2.3. Food Preparation Equipment. Equipment or appliances reasonably necessary for Food Service including, without limitation, stove, oven, sink, refrigerator, microwave, mixer, steamer, slicer, freezer and fire extinguishing equipment that is in good condition and of a commercial grade.
- 2.4. Food Service. Operations and Products to be provided by Company in accordance with this Agreement related to the preparation, service and sale of food, beverages, goods, merchandise and other items at the Premises.
- 2.5. Food Service Facilities. Space for Company to prepare and perform Food Service at the Premises including, without limitation, kitchen, dining, service, office and storage areas.
- 2.6. Governmental Rule. Any statute, law, rule, regulation, ordinance or code of any governmental entity (whether federal, state, local or otherwise).
- 2.7. Office Equipment. All office items reasonably necessary for Company staff to perform office-related functions at the Premises including, without limitation, furniture (e.g. desk, chair, file cabinet), equipment (e.g. computer, phone, data/high speed internet lines), parking spaces and locker/break room facilities.
- 2.8. PCI Standards. All rules, regulations, standards or guidelines adopted or required by the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Payment Instrument Information.
- 2.9. Premises. The Client's food service facility (ies) located at 2293 North Main Street, Crown Point, IN 46307.
- 2.10. Products. Food, beverages, goods, merchandise, and supplies.

Cont'd.

Order #8 Agenda #8b5a cont'd

- 2.11. Proprietary, Confidential and Trade Secret Information. Items used in Company Food Services (owned by or licensed to Company) including, without limitation, menus, signage, surveys, Software (i.e. menu systems, food production systems, accounting systems), recipes, management guidelines and procedures, operating manuals, personnel information, purchasing and distribution practices, pricing and bidding information, financial information, provided, however that the following items are specifically excluded: (i) information generally available to and known by the public or (ii) information independently developed or previously known by the Client.
- 2.12. Servicewares. Items used in the service of food and beverages including, without limitation, chinaware, glassware, silverware, disposables, trays, and carts.
- 2.13. Smallwares. Items used in the preparation of food including, without limitation, pots, pans and kitchen utensils.
- 2.14. Supervisory Employee. Those persons who have directly or indirectly performed management or professional services on behalf of Company for the Client at any time during this Agreement including, without limitation, any corporate employee, manager, assistant manager, chef, lead cook or dietitian.
- 2.15. Utilities and Amenities. All utilities reasonably requested by Company to provide Food Services at the Premises including, without limitation, heat, hot and cold water, gas, refrigeration, lights, electric current, ventilation, air conditioning, recycling, cooking waste removal, hazardous waste removal, garbage removal services, exterminator services, telephone services, internet access, and sewage disposal services.

3. FOOD SERVICES

- 3.1 Food Service. Company will oversee Food Services at the Premises which shall include, without limitation, preparation and service of food and beverages to Client's employees, staff and guests.
- 3.2 Program Specifications.
- A. Menus. will provide an average of 2500 calories per day.
- B. Inmate Labor. Inmate labor will be available for cleaning of facilities and serving of prepared foods. The Superintendent or his/her designee will provide ten (10) inmates for each shift. The Contractor shall ensure that at no time may inmates supervise other inmates. The Contractor shall provide inmate training. The Superintendent reserves the right to suspend inmate labor being made available to the Contractor at any time that in the opinion of the Superintendent or his/her designee the presence of inmate labor presents a safety or security concern to the facility or to any person present in the facility. If the County is unable to provide ten (10) inmates for sanitation reasons, that particular meal will be served on disposable trays and the cost will be billed back to the County as part of the regular invoice. Summit further reserves the right to negotiate further if the County is unable to provide more than eight (8) inmate workers per shift on a consistent basis.
- C. Staff Meals. To be provided.
- D. Medical Meals. To be provided.
- E. Religious Meals. To be provided.
- F. Holiday Meals. To be provided.
- G. Special Functions/Catering. Company shall provide Food Service for special occasions, including Client's conferences, dinners, meetings, parties and other functions, as well as catering services to employees, guests and outside groups in connection with this Agreement. Fees for these services shall be governed by the menu, manner and time of service, and shall be established by mutual agreement of Company and Client or the party sponsoring the Special Function.
- H. Locations. Company shall operate and manage Food Services at the Premises and locations as the Client and Company mutually agree.
- I. Hours. Company shall provide necessary Food Services as agreed upon by Client and Company.
- 3.3 Purchasing. Company shall purchase those Products and supplies necessary to comply with Company's obligations as set forth in this Agreement from Company's approved vendors that meet Company's guidelines and requirements.
- 3.4 Inventory. Client shall provide the Company with the initial inventory of smallwares (i.e., hand utensils, trays, pans, pots, dishes, glasses, silverware, etc.) and all capital equipment at the start of the contract. Company shall supply and replenish chemicals (i.e. dish machine chemicals, cleaning chemical, laundry chemicals, floor and equipment cleaning chemicals) and supplies (i.e. trash can liners, food trays, gloves, bags, napkins, nets, cups, bowls, potholders, etc.). Client shall also be responsible for the replacement of all smallwares and capital equipment. The supplies and food products shall remain the property of the Company.
- 3.5 Cleaning. Company and Client shall be jointly responsible for housekeeping and sanitation in the food preparation, storage and service areas of Premises. Company shall perform routine cleaning and housekeeping in the food preparation and service areas. Client shall perform major cleaning including, without limitation, stripping and waxing floors, cleaning walls, windows, fixtures, ceilings, electric light fixtures, grease traps, hoods and vents, duct work, plenum chambers, pest control and roof fans throughout the Food Service Facilities as defined herein. Client shall be responsible for setting up and cleaning the Premises for functions not managed by Company, in addition to any related charges. Client shall be responsible for removal of refuse from the collection areas and all refuse removal charges.

4. EMPLOYEES

- 4.1. Employees. Company shall hire employees necessary for its performance of this Agreement. Persons employed by Company will be the employees of Company and not of Client. Company's employees and agents shall comply with applicable rules and regulations concerning conduct on the Client's premises which the Client imposes upon its employees and agents provided such rules and/or regulations are not in violation of any federal, state, and/or local laws. Client agrees to provide Company notice of any proposed changes in rules, at least thirty (30) days prior to implementation. Company will consider Client's written requests to remove Food Service employees, provided such requests are non-discriminatory and comply with all laws and regulations governing employment.
- 4.2. Existing Employees; Employment Terms; Employee Pension and Benefit Plans. Company in its sole discretion may elect to hire any managers or employees of Client or Client's incumbent foodservice provider (collectively, "Existing Employees") who are qualified, available and willing to provide Food Service at the Premises. Company shall have the authority to establish the terms of employment for all current Company managers and employees (including Existing Employees that Company may elect to hire in connection with

Order #8 Agenda #8b5a cont'd

this Agreement). Client represents that such Existing Employees are not represented by a union and are not entitled to be paid a living or prevailing wage under any Governmental Rule or agreement.

- 4.3. Wages and Hours. Company shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Company's employees. Client shall comply with all applicable federal, state and local laws and regulations pertaining to the wages and hours of employment for Client's employees.
- 4.4. Payroll Taxes. Company shall be responsible for all withholding and payroll taxes relative to Company's employees. Client shall be responsible for all withholding and payroll taxes relative to Client's employees.
- 4.5. Background Checks. Company shall conduct necessary background checks as required by law.
- 4.6. Equal Opportunity and Affirmative Action Employer. Company agrees by the execution of this Contract that in regard to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
- B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmative action based upon age, military service, ancestry, color, national origin, physical handicap, political affiliation, race, religion and sex.
- C. The provisions of the Affirmative Action Program adopted by the Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
- D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights law as applicable are incorporated by reference as part of this agreement.
- E. Breach of any of the equal opportunity and/or non-discrimination provisions of the agreement remedy available to the County in respect to such breach or default.
- F. Where applicable, non-discriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Company and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Company by this agreement.
- 4.7. Non-Hire. Client acknowledges that Company has invested considerable amounts of time and money in training its Supervisory Employees. Therefore, the Client agrees that during the Supervisory Employee's employment with Company and for a period of twelve (12) months thereafter no Supervisory Employees of Company will be hired by Client nor any facility affiliated with Client, nor will Client permit employment of Company Supervisory Employees on Client's Premises or the Premises of any facility affiliated with Client. Client agrees that if it violates this provision, Client shall pay to Company and Company shall accept as liquidated damages and not as a penalty, an amount equal to one time the annual salary) of the Supervisory Employee(s) hired by or allowed to work with Client in violation of the terms of this Agreement. Company shall be entitled to pursue all other remedies available under federal, state, or local law. This provision shall survive the termination of this Agreement.

5. PREMISES, FACILITIES, UTILITIES AND EQUIPMENT

- 5.1 Premises. The Premises shall be in good condition and maintained by the Client to ensure compliance with applicable Governmental Rules and to enable Company to perform its obligations hereunder. Client shall be responsible for any modifications or alterations to the workplace or the Premises necessary to comply with any applicable Governmental Rules. Company shall have no obligation to maintain or repair the Premises.
- 5.2 Equipment. Without limiting the foregoing, Client shall permit Company to use all of the Client's Food Preparation Equipment in the performance of Food Service. The Food Preparation Equipment provided by Client shall be commercial grade, in good condition and shall be maintained, repaired and replaced by Client to permit the performance of the Food Service and to ensure compliance with applicable Governmental Rules. Company and Client shall inventory Client's current Equipment within thirty (30) days after the Commencement Date. Company shall take reasonable care of all Food Preparation Equipment under its custody and control, provided that the foregoing shall not limit Client's obligation to maintain, repair and replace (as necessary) the Food Preparation Equipment. If Client fails to make necessary repairs or replacement to equipment within a reasonable amount of time, Company shall have the right to effect equipment repairs or replacements at Client's expense. Company shall retain title to equipment hereunder and shall be entitled to assert a security interest in any equipment that it purchases or repairs under this section provided that once the cost of the purchased equipment or equipment repair has been recovered, Company shall release the security interest and title for any such purchased equipment to Client.
- 5.3 Facilities, Utilities. At its own expense, Client shall maintain, repair, replace, and keep in safe operating condition said Facilities and Utilities, to permit the performance of the Food Service and to ensure compliance with Governmental Rules.
- 5.4 Computer Equipment.
- A. Internet Access. If Company is to implement a point-of-sale system, Client shall either allow Company to use Client's point-of-sale system ("POS System") and required internet access or, in the alternative, shall provide and maintain the system requirements necessary for Company to install and maintain its own POS System. To the extent Company installs and maintains its own POS System, Client shall provide electrical outlets and wireless IP network connectivity terminating in necessary cabling connection between the cash registers, the time-clocks, the foodservice office and Company's router. Client shall allow Company and the internet provider physical access to the area where a high-speed internet connection will be installed, and shall permit Contractor's installation of a router and dedicated high-speed internet circuit with full administrative control to establish a connection between the foodservice office, workstations (if any) and Company's network.
- B. Software. Company will license products, software and maintenance for use in providing services in accordance with this Agreement. Company has procured a license to access and use Company's centralized Nutritional Database ("NDB") for nutritional analysis, menu planning and other operational purposes for Client's Premises. Client agrees that all software associated with the operation of the Food Service, including without limitation, the NDB, food production systems, and accounting systems, is owned

Order #8 Agenda #8b5a cont'd

by or licensed to Company. Client's access or use of such software shall not create any right, title, or copyright in such software. Upon termination of this Agreement, Client shall have no right to access or retain any Company software or Confidential Information produced by that software.

- C. Credit Card Processing. If requested by Client, Company will accept and process credit card payments for sales of food, beverage, goods, merchandise and services in the Food Service operation. If Company processes credit card transactions using equipment solely provided by Company, then Company will be responsible for compliance of its equipment in accordance with PCI Standards. If Company uses equipment, network infrastructure or other property of Client to process credit card transactions, then Client will be responsible for ensuring that its equipment, network infrastructure and other property complies with all applicable PCI Standards; in that case, if Company is considered the "merchant of record", Client will provide Company with a certificate of compliance if requested by Company.

6. LICENSES, PERMITS AND TAXES

- 6.1 Licenses and Permits. Company shall procure, maintain and post the food licenses and permits as required by law. Client represents and warrants that it has and will maintain all other licenses and permits necessary to operate the Premises and the Food Services. The Client agrees to notify Company immediately upon receiving notice of loss of any such permit or license.
- 6.2 Taxes. Company shall be responsible for collecting and remitting sales tax on applicable sales collected by Company. Unless Client provides documentation of Client's federal and state tax-exempt status to the Company's sole satisfaction, Client shall reimburse Company for state and local sales tax on the full amount of charges and fees billed to the Client. Client shall secure and pay all federal, state and local property, excise and income and other taxes and fees required for the Premises and resulting from the Food Services provided for hereunder. Client shall immediately pay for any tax assessments including interest, penalties, costs and expenses, which are assessed against the Food Service operation and were not in effect as of the Commencement Date or were owed but unpaid as of the Commencement Date. Client shall notify Company promptly should its sales tax status be changed.

7. FINANCIAL ARRANGEMENTS

7.1 Payment Arrangement.

A. Inmate Meal Rate.

- a. For a Flat Rate Client shall pay Company the amount of \$1.219 per meal served.
- b. Medical Meals. Will be billed at the same rate as an inmate meal.
- c. Religious Meals. Will be billed at the same rate as an inmate meal.

B. Staff Meal Base Rate. The amount of \$1.219 per staff member per meal.

- 7.1 Payments Due and Late Payment Penalty. Company shall issue an invoice at the end of each week (which shall run Friday through Saturday) showing the amounts due. Client shall pay the full invoice amount within thirty (30) days from the issuance of the invoice. In the event

due, (ii) fifteen (15) days in the case of any other breach, or (iii) a reasonable time where cure is not possible within fifteen (15) days (collectively the "Notice Period"), the notice shall be null and void. If the breaching party fails to remedy the breach within the Notice Period, the party giving notice may cancel the Agreement after the end of the Notice Period.

- 8.2 Termination for Financial Insecurity. If either Party makes an unauthorized assignment for the benefit of creditors, files a petition under the bankruptcy or insolvency laws of any jurisdiction, has or suffers a receiver or trustee to be appointed for its business or property, or is adjudicated a bankrupt or an insolvent, the other party may terminate the Agreement with three (3) days' notice. Provided, however, that Client agrees to provide Company thirty (30) days' notice before filing a petition for bankruptcy.
- 8.3 Voluntary Termination. At any time after one year of service, either Party may terminate this Agreement with or without cause by written notice to the other party given not less than sixty (60) days prior to the effective date of termination.
- 8.4 Steps Upon Termination. Upon the termination or expiration of this Agreement, Company shall vacate the Premises occupied by Company and shall remove its own equipment and return equipment furnished by Client pursuant to this Agreement. Upon termination of this Agreement, Company shall surrender the then-current Food Preparation Equipment to Client in the condition as it was delivered on the Commencement Date (or, if later, in the condition in which such Food Preparation Equipment was placed into service), excepting ordinary wear and tear, damage resulting from Client's failure to maintain the Food Preparation Equipment and other damage (including damage caused by force majeure) for which Company is not responsible hereunder.
- 8.5 Continuing Obligations. The termination of this Agreement shall not affect the rights, privileges, or liabilities of the Parties as they exist as of the effective date of termination. All outstanding amounts owed to Company shall become due and payable immediately upon termination. If, at Client's request, Company enters into agreements with one or more third parties in connection with its management of Client's Food Service operations (collectively, "Third Party Agreements"), Client agrees, at Client's sole cost and expense, to: (i) assume and undertake (or cause to be assumed and undertaken by the Food Service provider succeeding Company) all responsibilities of Company under all Third Party Agreements from and after the date this Agreement expires or is earlier terminated; (ii) release Company from all liability associated with such Third Party Agreements from and after the date this Agreement expires or is earlier terminated; and (iii) bear all liability and responsibility with respect to any costs, fees and other charges associated with termination of such Third Party Agreements. This Paragraph shall survive the termination or expiration of this Agreement.

9. INDEMNIFICATION; INSURANCE

- 9.1 Insurance. Both Client and Company shall maintain their own insurance on their respective real property, equipment and contents. Upon request, evidence of such insurance shall be provided in the form of a certificate of insurance.
- A. Client Insurance. Client shall procure and maintain insurance for the Premises, the Food Preparation Equipment and any Smallwares, Servicewares and food and beverage inventory against all loss or damage as insured against under a commercial property causes of loss – special form policy (or any successor policy form).
- B. Company Insurance. Company shall procure and maintain the following insurance:

Order #8 Agenda #8b5a cont'd

1. Worker's Compensation Insurance as prescribed by the laws of the state where the Premises are located; and
 2. Comprehensive General Liability Insurance, with limits of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) annual aggregate to cover any and all claims that arise during the course of this Agreement.
- C. Subrogation. Client and Company waive any and all right of recovery from each other for property damage or loss of use thereof, however occurring, which loss is insured under a valid and collectible insurance policy to the extent of any recovery collectible under such insurance. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal death or injury. Company shall not be liable to the Client, in any way for damage to the Facilities or Premises caused by reason of fire, or other hazard, however caused, or by the reason of an act of God. In any event, Company shall not be held liable for any cause to an extent which would exceed effective coverage and dollar limits prevailing under the policies of insurance described in this Agreement.
- 9.2 Indemnification. Each Party agrees to provide the following indemnification:
- A. Each party agrees that it will defend, indemnify and hold harmless the other party, its officers, directors, parent corporation, affiliates, employees and agents ("Indemnified Parties") against any and all liabilities, losses, damages, injuries, deaths, reasonable litigation expenses (including, without limitation, reasonable attorneys' fees), costs and costs of court (collectively, "Damages") which Indemnified Parties may hereafter sustain, incur or be required to pay arising out of the other party's negligent acts, omissions or failure to perform obligations pursuant to this Agreement. Provided, however, neither party shall be required to defend, indemnify and hold harmless the other party for any intentional or criminal actions of the other party or its employees, visitors or invitees. Client agrees to defend, indemnify and hold harmless Company Indemnified Parties from all Damages which may arise due to any act or omission of a Company Party made in compliance with a Client's rules or requirements.
 - B. Notice of Indemnification. A party shall only be required to indemnify pursuant to the Agreement, where that party receives a written request to indemnify within twenty (20) days after the initial receipt of notice of any such lawsuit or claim by the party requesting indemnification. Failure to notify a party of such claim or lawsuit within the stated period of time shall relieve that party of any and all responsibility and liability under this Agreement to defend, indemnify and hold harmless for that claim or lawsuit.

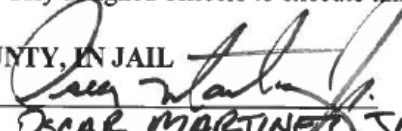

10. GENERAL AGREEMENT TERMS

- 10.1 Confidentiality. Neither Client, nor Client's employees or agents, shall disclose, photocopy, duplicate or use, either during or after the term of this Agreement, any Proprietary, Confidential and Trade Secret Information, without Company's prior written permission. All Proprietary, Confidential and Trade Secret Information shall remain Company exclusive property. Client's access or use of Company Proprietary, Confidential and Trade Secret Information or Software shall not create any right, title, interest or copyright in such Information or Software. If Client is requested to disclose any of the Confidential Information to any third party for any reason, Client shall provide Company with prompt notice of such request(s). Upon termination of this Agreement, Client shall return all Company Proprietary, Confidential and Trade Secret Information in Client's possession relating to Company's services pursuant to this Agreement. Client agrees that upon breaching this provision, Company shall be entitled to equitable relief, including injunction or specific performance, in addition to all other available remedies. This provision shall survive the termination of the Agreement.
- 10.2 Intellectual Property. Nothing in this Agreement is intended to grant any rights to Client under any patent, copyright, trademark, trade name, trade secret or other proprietary right of Company (whether now owned or hereafter developed or acquired), all of which are reserved to Company.
- 10.3 Independent Contractor Relationship. It is mutually understood and agreed, and it is the intent of the Parties, that an independent contractor relationship is hereby established under the terms and conditions of this Agreement. Employees of Company are not, nor shall they be deemed to be, employees of Client. Employees of Client are not, nor shall they be deemed to be, employees of Company.
- 10.4 Notice. Any notice required under this Agreement shall be deemed to have been sufficiently provided when delivered by hand, or three days after being sent by certified or registered mail return receipt requested, or by overnight delivery service with receipt of delivery, provided such delivery is to the parties at the following addresses:
- | | |
|--|---|
| CLIENT
Lake County, IN Jail
2293 North Main Street
Crown Point, IN 46307 | COMPANY
Summit Food Service, LLC
500 East 52nd St. N.
Sioux Falls, SD 57104 |
|--|---|
- 10.5 Excused Performance. If performance of any terms or provisions hereof (other than the payment of monies) shall be delayed or prevented because of compliance with any law, regulation, decree or order by any federal, state, or local court, governmental agency or governmental authority, or because of riot, war, public disturbance, strike, lockout, differences with workmen, fire, flood, Act of God or any other reason whatsoever, which is not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence said party is unable to prevent, the party so suffering may at its option, suspend, without liability, the performance of its obligations hereunder (other than the payment of monies) during the period such cause continues.
- 10.6 Assignment or Transfer. Neither party may assign or transfer this Agreement, or any part thereof, without written consent of the other party. Such consent shall not be unreasonably withheld. Provided, however, that this shall not apply to Company's transfer to a parent, sister or successor company where Company provides Client at least thirty (30) days written notice.
- 10.7 Entire Agreement; Waiver. This Agreement, including any Exhibits hereto, constitutes the entire Agreement between the Parties with respect to the provisions of Company's services, and there are no other or further written or oral understandings or agreements with respect thereto except as otherwise set forth herein. No variation or modification of this Agreement and no waiver of its provisions shall be valid unless in writing and signed by the duly authorized officers of Company and Client. This Agreement supersedes all other agreements between the Parties or their predecessors for the provision of Company Food Services.

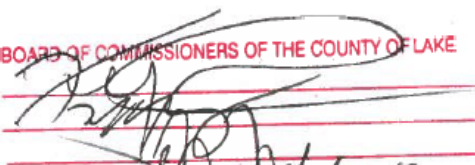
Order #8 Agenda #8b5a cont'd

- 10.8 Counterparts: Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be effective upon delivery and, thereafter, shall be deemed to be an original, and all of which shall be taken as one and the same instrument with the same effect as if each party had signed on the same signature page. This Agreement may be transmitted by fax or by electronic mail in portable document format ("PDF") and signatures appearing on faxed instruments and/or electronic mail instruments shall be treated as original signatures.
- 10.9 State Guidelines. Client hereby agrees that the validity and construction of this Agreement shall be governed by Indiana law. Should a lawsuit be necessary to enforce this Agreement, Client hereby waives any objection to venue or personal jurisdiction and agrees to be subject to the jurisdiction of the courts located in Indiana. A facsimile copy or photocopy of this Agreement shall be valid as an original thereof. EACH PARTY HEREBY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF AND BROUGHT BY ANY OTHER PARTY
- 10.10 Limitation of Liability. Company's entire liability and Client's exclusive remedy for damages arising out of or related to this Agreement or the Food Services shall not exceed the total amount paid by Client to Company for the current term of this Agreement. COMPANY SHALL NOT BE LIABLE FOR LOSS OF BUSINESS, BUSINESS INTERRUPTION, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR LOSS OF REVENUE OR PROFIT IN CONNECTION WITH THE PERFORMANCE OR FAILURE TO PERFORM THIS AGREEMENT, REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM BREACH OF CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY.
- 10.11 Severability. Any term or provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.
- 10.12 Authority. Company and Client represent that the individual executing this Agreement has been duly and validly authorized to execute this Agreement on each party's respective behalf with the full power and authority under all applicable laws and respective articles of incorporation, bylaws or other governing instrument to enter into this Agreement and to perform their obligations hereunder.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused their appointed and duly assigned officers to execute this Agreement.

LAKE COUNTY, IN JAIL	SUMMIT FOOD SERVICE, LLC
Signature: 	Signature: 
Name: OSCAR MARTINEZ JR.	Name: MARTIN C. SYNOR
Title: SHERIFF	Title: PRES
Date: 4-10-19	Date: 4-9-19

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE



APPROVED THIS 12 DAY OF MAY 23 19

Order #9 Agenda #8b5b

In the Matter of Action to Form Contracts: b. Services: 5) From a single source: b. Commissioner: Access control upgrades from Tri-Electronics in the amount of \$40,150.80 and access control cable in the amount of \$27,671.00.

Allen made a motion, seconded by Tippy with discussion, to approve on behalf of Commissioners Contract for Access Control Upgrades from Tri-Electronics in the amount of \$40,150.80 and access control cable in the amount of \$27,671.00, discussion, Repay spoke for clarity with Commissioner Tippy, discussion closed. Motion carried 3-0.

Order #10 Agenda #8b5c

In the Matter of Action to Form Contracts: b. Services: 5) From a single source: c. Highway: Construction Inspection Services from NIES Engineering in an amount not to exceed \$28,915.00.

Allen made a motion, seconded by Tippy, to approve on behalf of Highway Department the Contract for Construction Inspection Services from NIES Engineering in an amount not to exceed \$28,915.00. Motion carried 3-0.

Order #11 Agenda #8b5d

In the Matter of Action to Form Contracts: b. Services: 5) From a single source: d. Data: Legal Services Agreement with Judge William Longer not to exceed \$12,000 for the period January 1, 2019 to December 31, 2019.

Allen made a motion, seconded by Tippy, to approve on behalf of Data Processing the Legal Services Agreement with Judge William Longer not to exceed \$12,000 for the period of January 1, 2019 to December 31, 2019. Motion carried 3-0.

Order #12 Agenda #8b5e

In the Matter of Action to Form Contracts: b. Services: 5) From a single source: e. Clerk: Professional Services Agreement with Dossett Consulting not to exceed \$5,950.00 for the Child Support Division for the period June 1, 2019 to December 31, 2019.

Allen made a motion, seconded by Tippy, to approve on behalf of the Clerk the Professional Services Agreement with Dossett Consulting not to exceed \$5,950.00 for the Child Support Division for the period June 1, 2019 to December 31, 2019. Motion carried 3-0.

Order #13 Agenda #8b5f

In the Matter of Action to Form Contracts: b. Services: 5) From a single source: f. E911: Spillman services rendered in the amount of \$500,752.59.

Allen made a motion, seconded by Tippy, to approve on behalf of Lake County E-911 the Contract with Spillman for services rendered in the amount of \$500,752.59 payable quarterly January 1, 2019 through December 31, 2019. Motion carried 3-0.



**SPILLMAN®
COMPUTER SOFTWARE END-USER
SUPPORT AGREEMENT**

9/1/2011

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This Support Agreement ("Agreement") is made and entered into by and between:

Spillman Technologies, Inc. ("Spillman")
4625 West Lake Park Blvd.
Salt Lake City, Utah 84120

and

Lake County (IN) 911

SPILLMAN'S SUPPORT OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL AN AUTHORIZED REPRESENTATIVE OF CUSTOMER HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY CUSTOMER.

WHEREAS, Spillman and Customer entered into that certain Computer Software End-User License Agreement (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program", as further defined below) on certain terms and conditions;

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein;

NOW THEREFORE, in consideration of these recitals and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1: Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

- 1.1 **Coverage Hours.** The hours between 8:00 AM and 5:00 PM, Mountain time, on the days Monday through Friday, excluding regularly scheduled holidays of Spillman
- 1.2 **Enhancement.** Any modification or addition that, when made or added to the Licensed Program, changes its utility,

efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Licensed Program.

1.3 **Error.** Any failure of the Licensed Program to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.

1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.5 **Licensed Program.** One or more of the computer software components and/or software interfaces developed by Spillman, as identified in one or more Sales Quote/Purchase Agreements between the parties (the "Purchase Agreement"), and which is licensed to Customer pursuant to the License Agreement. The Licensed Program specifically excludes computer software not developed by Spillman, but that might be used in conjunction with the Spillman software; such as, word processors, spreadsheets, terminal emulators, etc. The Licensed Program includes certain "Utilities", as that term is defined in Section 7.1 of the License Agreement.

1.6 **Releases.** New versions of the Licensed Program, including all Error Corrections and Enhancements.

1.7 **Response Time.** Within six (6) Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.

1.8 **Spillman Application Administrator.** An agent of Customer who has been certified on the Licensed Program by Spillman, pursuant to the procedures set forth in Section 6, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Licensed Program.

1.9 **Term.** An initial period of twelve (12) months, commencing on January 1, 2015. Thereafter, the Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 10 hereof. In no event, however, shall the Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

2.1 Spillman's obligation to provide Services with respect to the Licensed Program may be terminated pursuant to Section 10.2.2 or suspended, at Spillman's discretion, if at any time during the term of this Agreement any of the following requirements are not met:

Order #13 Agenda #8b5f cont'd

- 2.1.1 Customer must have a valid License Agreement for the Licensed Program in effect at all times;
- 2.1.2 The Licensed Program must be operated on a hardware platform approved by Spillman; and
- 2.1.3 Customer must be current and in compliance with the payment schedule as agreed in the Purchase Agreement.
- 2.2 Spillman may require Customer to appoint a new Spillman Application Administrator if Spillman determines that the existing Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during Coverage Hours:

- 3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administrator, by telephone, reports of any software irregularities, and requests for assistance in use of the Licensed Program.
- 3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Agreement.
- 3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedure. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent release.
- 3.4 Spillman may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.
- 3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance),

provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Agreement

The services identified in this section are specifically NOT covered by this Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customers upon request, for an additional fee as the parties may agree in writing.

- 4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.
- 4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.3 Restoration and/or recovery of data files and/or the operating system.
- 4.4 Any breach of warranty, damages to the Licensed Program or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed by Spillman to Licensee for use in connection with the Licensed Program. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Licensed Program by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in violation of warranties, an increase in the annual maintenance and support fees under this Agreement, and/or loss of rights to upgrades under this Agreement. Customer acknowledges and agrees that it is not licensed to utilize the "write" or "update" features of the Utilities, as such use may damage the database or cause other problems with the operation of the Licensed Program.
- 4.5 Support for Licensed Program problems caused by Customer misuse, alteration or damage to the Licensed Program or Customer's combining or merging the Licensed Program with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.
- 4.6 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.
- 4.7 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.8 On-site service visits to Customer's facility.

- 4.9 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

- 5.1 Customers using the Spillman product must maintain and provide, at no cost to Spillman, broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set, or equivalent LAN to LAN, connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.
- 5.2 A representative of Customer's IT department must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.
- 5.3 All communications between Customer and Spillman must be in the English language.
- 5.4 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times (however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman).
- 5.5 Customer is responsible for providing all network and server security.
- 5.6 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Licensed Program became apparent.

Section 6: Spillman Application Administrator Requirements

- 6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the agency's go-live date of the Licensed Program. The designated administrator must meet the following requirements in order to certify at the basic level:
 - 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Licensed Program:
 - i. System Introduction – Inquiry,
 - ii. System Introduction – Data Entry & Modification,
 - iii. Unix Fundamentals Training (AD, or HP-LDX),
 - iv. Basic System Administration, and
 - v. Spillman training applicable for the Spillman applications used by Customer.
 - 6.1.2 Pass the Basic SAA exam within one year after the agency's go-live date.

- 6.2 Customer will be responsible for the costs of such training, including any course fees, travel and lodging expenses.
- 6.3 Contact information for the Spillman Application Administrators must be recorded in Appendix A of this Agreement. Appendix A must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix A will require that a new Appendix A be completed, signed and filed with Spillman.
- 6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix A on file with Spillman, will be retained.
- 6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software or operating system not directly associated with the Licensed Program.

Section 7: Fees and Charges

- 7.1 Customer shall pay Spillman the Support Fee of \$488,688.00 (to be billed in four equal quarterly amounts), for the January 1, 2015 to December 31, 2015 time period. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6), (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Agreement.
- 7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the lesser of eighteen (18) percent per year or the highest rate allowed by applicable law.
- 7.3 Customer shall be responsible for and agree to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks and other products necessary to operate the Licensed Software.
- 7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor, travel, and related expenses incurred by Spillman in providing such support services.
- 7.6 Additional Support Fees are also due if there is a significant

Order #13 Agenda #8b5f cont'd

Increase in Customer's size with respect to use of the Licensed Program. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 2.5 and Attachment A of the License Agreement. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon when during the contract year the increase in Customer's size occurred.

Section 8: Proprietary Rights

- 8.1 All Releases and any other Spillman software or materials provided by Spillman to Customer hereunder shall be deemed part of the Licensed Program and are licensed to Customer pursuant to the terms and conditions of the License Agreement.
- 8.2 The Licensed Program and all Releases thereto are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer agrees, from time to time, to take such further action and execute any further instrument, including documents of assignment or acknowledgment, as may be reasonably requested by Spillman in order to establish and perfect its exclusive ownership rights. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development. Customer agrees to provide Spillman with copies of such works upon request.

Section 9: Disclaimer of Warranty & Limitation of Liability

- 9.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE LICENSED PROGRAM, RELEASES, AND THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
- 9.2 IN NO EVENT SHALL SPILLMAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR INCIDENTAL DAMAGES WHATSOEVER, HOWEVER CAUSED, EVEN IF SPILLMAN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The cumulative liability of Spillman to Customer for all claims arising in connection with this Agreement shall not exceed the total fees and charges paid to Spillman by Customer under this Agreement within the most recent 12-month period from the date the cause of action arose.
- 9.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than three (3) years after such cause of action occurred. However, action for nonpayment may be brought within two (2) years the date of the last

payment was received by Spillman.

Section 10: Termination

- 10.1 This Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.
- 10.2 Either party may terminate this Agreement:
 - 10.2.1 If either Spillman or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Term, of its intent to terminate the Agreement at the end of such Term; or
 - 10.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Agreement and the offending party has not cured such breach within the 30-day notice period.
- 10.3 Following termination of this Agreement, Spillman shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice. The License Agreement shall automatically terminate at the same time as termination of this Agreement, and Customer shall promptly return to Spillman the Licensed Program and all related documentation and materials, including all Releases, work and materials provided by Spillman hereunder.

Section 11: Miscellaneous


- 11.1 Spillman and Customer acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and provisions. Spillman and Customer further agree that this Agreement is the complete and exclusive statement of agreement of the parties with respect to the subject matter hereof and that this Agreement supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between Spillman and Customer with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.
- 11.2 In the event that any term or provision of this Agreement is held invalid, illegal, or unenforceable, it shall be severed and the remaining terms and provisions shall be enforced to the maximum extent permitted by applicable law.
- 11.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and assets.
- 11.4 The waiver by either party of any term or provision of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.
- 11.5 This Agreement will be governed by the laws of the state of Utah, not including conflicts of laws provisions. The parties hereby submit to the exclusive jurisdiction and venue of Utah state and federal courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its

Maintenance Breakdown Summary

Lake County 911	
Maintenance Breakdown By Module	
Alarm Tracking	\$3,407.04
CAD E-911 Interface	\$7,904.00
CAD Mapping	\$26,065.52
CompStat Dashboard	\$6,842.16
CopLogic Interface	
DL Scanning	\$360.88
EMS Records Management	\$1,457.04
Equipment Management	\$3,320.72
Evidence Barcode & Audit	\$7,442.24
Evidence Management	\$9,184.24
Fleet Management	\$3,234.40
Geobase	\$11,721.84
Hazardous Materials	\$0.00
HipLink Paging Int	\$7,374.64
IBR - State Specific	\$4,780.26
Imaging	\$21,774.48
InSight Data Query	\$5,196.88
Integrated Hub - Names, Vehicles, Property, Wanted Persons, Message Center	\$49,722.40
Inventory Management	\$511.68
Jail Management	\$15,669.68
JTAC Citations	\$3,522.48
Licenses/Permits	\$7,024.16
Livescan Interface	\$9,770.80
Locution Paging Interface	\$2,584.40
Mobile Arrest Form	\$7,335.00
Mobile AVL/Mapping	\$15,972.32
Mobile Incident Offense National Form	\$6,833.33

Order #13 Agenda #8b5f cont'd

Mobile Premis/Hazmat	\$866.32
Mobile RMS Query	\$35,365.20
Mobile State Query	\$31,820.88
Mobile Voiceless CAD	\$32,965.92
Pawned Property	\$1,040.00
Personnel Management	\$8,782.80
Pin Mapping	\$10,466.56
Premises Information	\$4,440.80
Premises Inspections	\$0.00
Professional Services	\$8,500.00
ProQA Fire Interface	\$1,291.68
ProQA Law Interface	\$1,291.68
ProQA Medical Interface	\$3,291.60
Records Management	\$30,372.16
Response Plans	\$10,508.16
Rip and Run	\$1,323.92
Spillman CAD	\$35,027.20
Spillman Touch	\$9,069.84
State Link	\$21,555.04
Traffic Information	\$10,389.60
Vehicle Impound	\$3,370.64
SubTotal	\$500,752.59
Taxes	\$0.00
Total Maintenance	\$500,752.59
1/1/2019 thru 12/31/2019	


 4-9-19
 Josh Nilsen
 Sen Manager - Customer Success

Order #14 Agenda #9a1-3

In the Matter of Action to Modify Existing Contracts: a. Public Works: 1) Highway: Lake County Bridge 61, 135th Avenue over West Creek Change Orders #1 through #3. Original contract amount of \$830,841.14 is amended to \$847,682.86; 2) Highway: Supplemental Agreement #3 for Lake County Bridge #264, Hart Street over Hart Ditch. Original contract amount increases by \$10,032.00 to \$373,310.50; 3) Highway: Supplemental Agreement #1 for Calumet Ave. and 109th Ave. Intersection Improvement Project. Original contract amount increases by \$3,650.00 to \$15,050.00.

Comes now, Commissioner Allen, with questions to the Highway Engineer in reference to Highway Items 1 & 2 asking the reason for the increase, Highway Engineer replied with the details, discussion closed.

Allen made a motion, seconded by Tippy, to approve Agenda Item 9a items 1-3, approving, Highway Lake County Bridge 61, 135th Avenue over West Creek Change Orders #1 through #3. Original contract amount of \$830,841.14 is amended to \$847,682.86, Highway Supplemental Agreement #3 for Lake County Bridge #264, Hart Street over Hart Ditch. Original contract amount increases by \$10,032.00 to \$373,310.50, and Highway Supplemental Agreement #1 for Calumet Ave. and 109th Ave. Intersection Improvement Project. Original contract amount increases by \$3,650.00 to \$15,050.00. Motion carried 3-0.

Order #15 Agenda #10b 1-2

In the Matter of Action And/Or Reports on County Owned Property: b. Tax Sale Certificates: 1. Commissioner: Rescind Tax Sale Certificates with Parks Department; 2. Commissioner: Approve Tax Sale Certificates with Parks Department.

Allen made a motion, seconded by Tippy, to approve for Tax Sale Certificates based on the overview and recommendation by Mr. Fech, requesting that the three-hundred sum odd parcels, this was Parks Departments' first time going through the request, they've reduced it to forty-eight parcels now, and recommend approval of those 48 parcels. Motion carried 3-0.

(SEE FILE "2019 TAX SALE" FOR RESCINDED AND APPROVED CERTIFICATES)

Order #16 Agenda #11a-d

In the Matter of Action on Commissioners' Items: a. Highway: County Utility Agreement for West 45th St. and North Colfax St. & East Elm St.; b. Highway: Highway Department Annual Report; c. Highway: Road Cut Permit for West 45th St. and North Colfax St. & East Elm St.; d. Highway: Report of Contract Final Inspection and Recommendation for Acceptance between the Board of Commissioners and INDOT regarding Replacement of Lake County Bridge 61, 135th Avenue over West Creek.

Allen made a motion, seconded by Tippy, to approve Agenda Items 11 a, b, c & d, approving the following. Motion carried 3-0.

Order #16 Agenda #11a-d cont'd

- a. Highway: County Utility Agreement for West 45th St. and North Colfax St. & East Elm St.
 b. Highway: Highway Department Annual Report
 c. Highway: Road Cut Permit for West 45th St. and North Colfax St. & East Elm St.

ROAD CUT PERMIT

PERMISSION TO WORK IN HIGHWAY ROAD RIGHT-OF-WAY

DATE 4/18/2019

Applicant: MCImetro Access Transmission Services Corp.
d/b/a Verizon Access Transmission Services

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

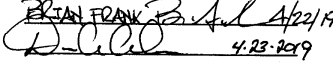
Road cuts as shown on plan set: WOW-DB-53A, WOW-DB-165, WOW-DB-166, WOW-DB-167,
& WOW-DB-168
OWNER: WIDE OPEN WEST ON BEHALF OF MCI METRO AT&T
4350 WEAVER PARKWAY
WARRENVILLE, IL 60555

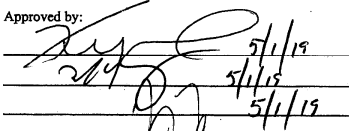
ATTN: DANIEL SINISE - CONSTRUCTION MANAGER
 in accordance with the plans submitted and specifications outlined below.

CONSTRUCTED TO THE FOLLOWING SPECIFICATIONS:

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

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

Recommended by:

 Brian Frank
 4-23-2019
 Lake County Highway Department

Approved by:

 5/1/19
 5/1/19
 5/1/19
 Lake County Board of Commissioners

- d. Highway: Report of Contract Final Inspection and Recommendation for Acceptance between the Board of Commissioners and INDOT regarding Replacement of Lake County Bridge 61, 135th Avenue over West Creek.

Order #17 Agenda #11e

In the Matter of Action on Commissioners' Items: e. Purchasing: Purchasing Code Key Revisions

Allen made a motion, seconded by Tippy, to approve the Revisions (1-13) to the Purchasing Code Key on behalf of the Purchasing Department, Brenda Koselke – Purchasing Agent. Motion carried 3-0.
 (SEE FILE "MAY 1, 2019 MEETING FOLDER" FOR LIST/DETAILS OF REVISIONS)

Order #18 Agenda #11f-g

In the Matter of Action on Commissioners' Items: f. Building Superintendent: Payment to Mechanical Concepts, Inc. in the amount of \$1,391.38 for HVAC Maintenance; g. Building Superintendent: Payment to Johnson Controls, Inc. for 6 invoices totaling \$4,999.12 for HVAC Maintenance.

Allen made a motion, seconded by Tippy, to approve on behalf of the Building Superintendent payments to Mechanical Concepts, Inc. in the amount of \$1,391.38 and Johnson Controls, Inc. in the total amount of \$4,999.12 for six (6) invoices both payments for HVAC Maintenance. Motion carried 3-0.

Order #19 Agenda #14a1-2

In the Matter of State Board of Accounts Items: a. Retroactively approved: 1) Treasurer: County Treasurer's Monthly Report for March 2019; 2) Weights and Measures: Monthly Activity Inspection Report for the period March 16, 2019 to April 15, 2019.

Allen made a motion, seconded by Tippy, to approve the State Board of Accounts Items Retroactively approved as follows. Motion carried 3-0.

- 1) Treasurer: County Treasurer's Monthly Report for March 2019;
- 2) Weights and Measures: Monthly Activity Inspection Report for the period March 16, 2019 to April 15, 2019.

Order #20 Agenda #15a

In the Matter of Items to be Made a Matter of Public Record: a. Highway: Quit Claim Deed for Parcel 2 – Calumet Ave. and 109th Improvements.

Allen made a motion, seconded by Tippy, to approve on behalf of Highway Department, Quit-Claim Deed for Parcel 2 – Calumet Ave. and 109th Improvements. Doc Recorded as doc no. 2019 036266. Motion carried 3-0

Order #21 Agenda #16b2

In the Matter of Actions on Bonds/Insurance: b. Action to Accept, Release or Modify Insurance Certificates: 2) Liability Insurance: 1. Northwest Indiana Environmental.

Allen made a motion, seconded by Tippy, to approve Certificate of Liability Insurance for Northwest Indiana Environmental. Motion carried 3-0.

Order #22 Agenda #17

In the Matter of Poor Relief Decisions.

Allen made a motion, seconded by Tippy, to approve the following Poor Relief Decisions. Motion carried 3-0.

Tarrah Hill	Approved
Jarrelld Marcellus	Approved/partial
Nicholas Rivera	Denied
Melody Williams	Approved
Salena Pyle	Approved/partial
Kayla Cook	Approved/partial
Alicia Carter	Approved/partial
K'Andre Stewart	Denied
James Tort	Approved/partial
Stephanie Price	Denied for appellant's failure to appear
Nicole Brunson	Denied
Nicole Brunson	Denied
Janon Givens	Denied
Siquana Thompson	Approved
Victor Villegos	Approved/partial
Tamika Jones	Denied
Joseph Cunningham	Approved/partial
Leroy Williams	Denied for appellant's failure to appear
Janelle Davis	Denied for appellant's failure to appear
Kajuana Givens	Remanded to Township for further consideration and review
Armando Mata	Denied
Lindburg McNair	Approved/partial
Theresa Hackett	Approved/partial
Kajuana Givens	Approved
Lola Parks	Denied for appellant's failure to appear
Mary Pickens	Denied for appellant's failure to appear
Jacob Wilkerson	Approved
Rutha Johnson	Denied for appellant's failure to appear
Clarence Alexander	Approved/partial
Jeremy Houston	Denied
Latoya Hearn	Approved
Clelita Brady	Approved/partial
Tiean S. Daniels	Denied
Denirreka Balbro	Approved/partial
Teresa Williams	Approved
Candance Hoover	Approved
DeShawn Cole	Approved
Hope Seabrook	Denied
Jonette Thomas	Approved/partial
John Johnson	Remanded to Township for further consideration and review
Carolyn Russell	Denied for appellant's failure to appear
Tracy Wilson	Approved/partial
Carolina Ford	Denied

Order #23 Agenda #4b1

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: b. Bids: 1) Highway: Intersection Improvements at 109th and Calumet (to be returned on Tuesday, April 30, 2019).

This being the day, time and place for the receiving of bids for Intersection Improvements at 109th and Calumet for Lake County Highway Department the following bids were received:

Walsh & Kelly, Inc.	\$492,513.39
Rieth-Riley Construction, Co., Inc.	\$581,322.31
Gallagher Asphalt	\$442,450.59

Allen made a motion, seconded by Tippy, to take the above mentioned bids under advisement for further tabulation and recommendation. Motion carried 3-0.

Order #24 Agenda #4b2

In the Matter of Public Opening of Vendor Responses to Requests for Bids and Quotes: b. Bids: 1) Highway: Clay Street Over Stony Tim Creek Bridge Replacement and Approach Reconstruction (to be returned on Tuesday, April 30, 2019).

Order #24 Agenda #4b2 cont'd

This being the day, time and place for the receiving of bids for Clay Street over Stony Tim Creek Bridge Replacement and Approach Reconstruction for Lake County Highway Department the following bids were received:

JCI Bridge Group	\$821,001.44
Dunnet Bay Construction	\$1,017,059.47
LaPorte Construction Co., Inc.	\$916,386.40
Gariup Construction Co., Inc.	\$997,500.00

Allen made a motion, seconded by Tippy, to take the above mentioned bids under advisement for further tabulation and recommendation. Motion carried 3-0.

Order #25 Agenda #18a1-5 & 7

In the Matter of Approve Vendor Qualification Affidavits And/Or Responsible Bidder Applications: a. Various vendors seeking to be approved to provide public works, services or supplies, goods, machinery and equipment: Listed 1-5 & 7 (number 6 deleted).

Allen made a motion, seconded by Tippy, to approve the list of Vendor Qualification Affidavits And/Or Responsible Bidder Applications from Various vendors seeking to be approved to provide public works, services or supplies, goods, machinery and equipment listed below 1-5 & 7 (number 6 deleted). Motion carried 3-0.

- 1) CORONER: Leica Biosystems
- 2) CLERK: Dossett Consulting, LLC
- 3) PUBLIC DEFENDER: Law Office Of Michael Lambert
- 4) SHERIFF: William Mescall, Inc.
- 5) PROSECUTOR: Subway Sandwich & Salad Shop
- 6) DELETED
- 7) HUMAN RESOURCES: HR Indiana

Order #26 Agenda #25a-c

In the Matter of Comments: a. Elected Officials; b. Members of the Public; c. Commissioners.

Comes now, Elected Official Clerk Arredondo, to speak with comments before the Board of Commissioners, stating, "on behalf of the Clerk's Office, I wanted to publicly and personally, thank you for the use of the brand new vehicle to continue the work of the Clerk's office for the transportation areas of the various offices (inaudible volume very low), comments ended, Commissioner Repay thanked Mr. Arredondo for his comments, no further comments from the Commissioner or Members of the Public.

The next Board of Commissioners Regular Meeting will be held on Wednesday, May 15, 2019 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 Fech

MICHAEL REPAY, PRESIDENT

KYLE ALLEN Sr., COMMISSIONER

JERRY TIPPY, COMMISSIONER

ATTEST:

JOHN E. PETALAS, LAKE COUNTY AUDITOR

