

The Board met in due form with the following members present: Michael Repay Jerry Tippy and Kyle W. Allen, Sr. They passed the following orders, to wit:

The Pledge was given followed by a Moment of Silence.

A courtesy copy of the agenda and notice of this meeting was emailed by Rose Koliboski/Heather Rodziewicz to NWI Times and Chicago-Tribune Newspapers on the 29<sup>th</sup> day of July, 2024 at about 9:08 a.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 29<sup>th</sup> day of July, 2024 at about 9:08 a.m.

Public Virtual Conference: WebEx Meeting ID: 263 0108 7715 Password: commissioners

Order #1

In the Matter of Action To Form Contracts: Recommendation Letter from Lochmueller Group to Award the Pocket Park Upgrades to Grimmer Construction, Inc., lowest bid, in the amount of \$343,000. (Gariup Construction \$403,200).

The Board having previously taken the bids under advisement does hereby accept the recommendation to award Grimmer Construction with \$343,000 for Pocket Park Upgrades being the lowest bidder, upon a motion made by Allen to award to the lowest and most responsive bidder, Tippy seconded the motion, recommendation and review by Lochmueller Group. Motion carried 3-0.

Letter of Recommendation

To: Lake County Commissioners

From: Jill DiTommaso, PE

Project Manager

Date: July 18, 2024

Re: Pocket Park Upgrades – King Court Park and Ralston Place Park

On July 17, 2024, bids were received and read aloud for the Pocket Park Upgrades project. The project includes the installation of poured-in-place safety surface, underdrain, and accessible swings at two parks located on King Court and Ralston Place. The project was publicly bid pursuant to state and local bidding regulations.

Two bids were received for the project:

Bidder	Amount	Bid Bond	E-Verify	Non-Collusion
Grimmer Construction, Inc.	\$343,000.00	Yes	Yes	Yes
Gariup Construction Co., Inc.	\$403,200.00	Yes	Yes	Yes

Both bids were responsive and responsible. A bid tabulation is attached.

The Engineer's Estimate for the project is \$219,850.00.

As part of their bid, bidders represent that they visited the site; reviewed all bidding documents; have given the Engineer or Owner written notice of any conflicts, errors, ambiguities, or discrepancies that bidder found on the Bidding Documents; are able to complete the work in the timeframe provided; and that the bid documents were sufficient to convey the requirements of the project.

**Recommendation:**

Award the contract for the Lake County Pocket Park Upgrades project to Grimmer Construction, Inc. at their bid price of \$343,000.00

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE  
KYLE W. ALLEN, Sr.

Michael Repay

Jerry Tippy

APPROVED THIS 30<sup>TH</sup> DAY OF July 20 24

Order #2

In the Matter of Action To Form Contracts: Highway: Letter of Recommendation to award the Calumet STEP CP 1 Package C Force Main and Lift Station to lowest bidder, LGS Plumbing in the amount of \$6,881,113. (Dyer Constr. \$7,017,717.00; Hasse Constr. \$7,258,914.00; Grimmer Constr. \$17,167,229.79).

The Board having previously taken the bids under advisement does hereby accept the recommendation to award LGS Plumbing in the amount of \$6,881,113.00 for the Calumet STEP CP 1 Package C Force Main and Lift Station project, being the lowest and most responsive bidder, upon a motion made by Allen to approve the Highway recommendation to award to the lowest bidder, Tippy seconded the motion, recommendation and review by Highway Department, American Structurepoint on behalf of VS Engineering. Motion carried 3-0.

Letter of Recommendation

July 30, 2024

Lake County Board of Commissioners

Lake County Government Center

2293 North Main Street

Crown Point, IN 46307

ATTN: Michael Repay, President

Re: Calumet Township STEP Construction Project No. 1 Package C, Force Main and Lift Station

Honorable Commissioners:

American Structurepoint on behalf of VS Engineering has reviewed the bids submitted on July 17, 2024, for the Calumet Township STEP Construction Project No. 1 Package C Force Main and Lift Station.

Four Bids were received by the Lake County Board of Commissioners as follows:

LGS Plumbing, Inc.	\$6,881,113.00
Dyer Construction Company, Inc.	\$7,017,717.00

Order #2 cont'd

Hasse Construction Company, Inc.	\$7,258,914.00
Grimmer Construction Company	\$17,167,229.79
Engineer's Estimate	\$7,065,888.00

Upon evaluation of the above-mentioned bids LGS Plumbing, Inc. is the lowest and most responsive bid. The Lake County Highway Department concurs with recommendation from American Structurepoint on behalf of VS Engineering. And recommends award to LGS Plumbing, Inc. in the amount not to exceed \$6,881,113.00.

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Respectfully submitted,

Duane Alverson, Engineer

DAA/suz

c: Jan Smoljan, Superintendent  
Ron Gregory, Assistant Superintendent

KYLE W. ALLEN, Sr.  
Michael Repay  
Jerry Tippy

APPROVED THIS 30<sup>TH</sup> DAY OF July 20 24

Order #3

In the Matter of Action To Form Contracts: Highway: Escrow Agreement First Merchant Bank Escrow Agent, with Lake County Board of Commissioners, owner, and Grimmer Construction Co., Inc., Contractor for the Calumet Septic Tank Elimination Project 1 Package A.

Allen made a motion to approve the Escrow Agreement between First Merchant Bank, Lake County Board of Commissioners and Grimmer Construction for the Calumet Septic Tank Elimination Project 1 Package A, Tippy seconded the motion. Motion carried 3-0.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT made and entered into this 30th day of July, 2024 by and between First Merchants Bank hereinafter called the Escrow Agent, the Lake County Board of Commissioners hereinafter called the Owner, and, Grimmer Construction, Inc. hereinafter called the Contractor.

WHEREAS, the Owner and the Contractor entered into a contract dated June 12, 2024 providing for the construction by the Contractor of the Calumet Township Septic Tank Elimination Project; Construction Project No. 1; Package A for the Lake County Board of Commissioners subject to the provisions of IC 36-1-12-14, and

WHEREAS, said construction contract provides that portions of payments by the Owner to the Contractor shall be retained by the Owner (herein called Retainage), and

WHEREAS, all retainage shall be deposited in an Escrow Account.

NOW, THEREFORE, it is agreed as follows:

1. The Owner will hereafter deliver or cause to be delivered to the Escrow Agent that portion of the Retainage to be placed in escrow, to be held in escrow in accordance with the terms of this Agreement.
2. The Escrow Agent will promptly invest this Retainage in such obligations as selected by the Escrow Agent at its discretion. All income earned on such funds shall be added to and become a part of the escrowed principal.
3. The Escrow Agent shall pay over the net sum held by it hereunder as follows:
  - a. In the manner directed by the joint written authorization of the Owner and Contractor.
  - b. In the absence of such a joint written authorization, upon receipt from the Owner of a written notice pursuant to Article 15 of the General Conditions showing that the Owner has terminated the employment of the Contractor, then the Escrow Agent shall pay over to the Owner the net sum held by it hereunder.
  - c. In the absence of such a joint written authorization and in the absence of the termination of the employment of the Contractor as provided in b., above, in the manner directed by a certified copy of a judgment of a court of record establishing the rights of the parties to said funds.
4. This Escrow Agreement shall constitute the direction from the Owner and Contractor to the Escrow Agent of the manner in which the Retainage is to be paid by the Escrow Agent, pursuant to IC 36-1-12-14.
5. The Escrow Agent shall deduct, before any payment from the amounts received hereunder, its fee as Escrow Agent, which fee shall be payable from the escrow account and which escrow fee shall in no event exceed fifty percent (50%) of said income earned.

Order #3 cont'd

- 6. This Agreement and anything done or performed hereunder by either the Contractor or Owner shall not be construed to prejudice or limit the claims which either party may have against the other arising out of the aforementioned construction agreement.
- 7. This instrument constitutes the entire Agreement between the parties regarding duties of the Escrow Agent with respect to the investment and payment of escrow funds; the Escrow Agent is not liable to the Owner and Contractor for any loss or damages other than by its own negligence or willful misconduct.

Lake County Board of Commissioners  
OWNER

By: 

GRIMMER CONSTRUCTION, INC.  
(Contractor)

By:   
John C. Dudlicek, Vice President

First Merchants Bank  
(Escrow Agent)

By: 

C-34

**ADDENDUM TO ESCROW AGREEMENT**

The parties further agree as follows:

1. **Statements, Confirmations and Notices of Adverse Claims.** The Bank will mail copies of all statements concerning the Account to the Contractor. Contractor may enroll in eStatements through Bank's online system, which will turn off mailing of paper statements, and in addition Contractor may grant view access to the Owner to retrieve the Account eStatements. Upon receipt of written notice of any lien, encumbrance and/or adverse claim against the Account or any funds credited thereto, Bank will provide written notice thereof to the Contractor and Owner.
2. **Bank's Responsibility.** Bank shall have no responsibility or liability to Contractor for complying with instructions concerning the Account from Owner. Bank shall have no responsibility to investigate the appropriateness of any such instruction given to it. Further, Bank shall have no responsibility or liability to monitor or determine the Contractor's or Owner's compliance with the underlying agreements between Contractor and Owner.
3. **Indemnity.** Contractor and Owner hereby agree to indemnify and hold harmless Bank, its directors, officers, agents and employees against any and all claims, causes of action, liabilities, lawsuits, demands and damages, including without limitation any and all court costs, arbitration fees, and reasonable attorney's fees, in any way related to or arising out of or in connection with the Escrow Agreement or any action taken or not taken pursuant hereto, except if caused by Bank's gross negligence or willful misconduct. The obligations of the Contractor and Owner under this Section 3 shall survive the termination of the Escrow Agreement and the resignation or removal of the Bank.
4. **Customer Agreement.** In the event of a conflict between the Escrow Agreement and any other agreement between the Bank and the Contractor relating to the Account, the terms of the Escrow Agreement will prevail; provided, however, that the Escrow Agreement shall not alter or affect any mandatory arbitration provision currently in effect between Bank and Contractor pursuant to a separate agreement.
5. **Termination.** Unless earlier terminated by Bank pursuant to this section, the Escrow Agreement shall continue in effect until Contractor and Owner have notified Bank in writing that the Escrow Agreement is terminated. Upon receipt of such notice, the obligations of Bank hereunder with respect to the operation and maintenance of the Account after the receipt of such notice shall terminate and neither the Contractor nor Owner shall have any further right to originate instructions concerning the Account. Bank reserves the right, unilaterally to terminate the Escrow Agreement, such termination to be effective thirty (30) calendar days after written notice thereof is given to the Contractor and Owner. Upon such termination, unless the Contractor and Owner

Order #3 cont'd

provide the Bank joint written instructions to the contrary, the Bank shall deliver the funds in the Account to Owner.

6. **Bank Fees and Expenses.** The Bank shall be entitled to compensation for its services hereunder as agreed to in the Escrow Agreement and for reimbursement of its out-of-pocket expenses, including, but not by way of limitation, the fees and costs of attorneys or agents which it may find necessary to engage in performance of its duties under the Escrow Agreement, all to be paid by Contractor and Owner, and the Bank shall have, and is hereby granted, a prior lien upon any property, cash, or assets of the Account but only with respect to its unpaid fees and non-reimbursed expenses arising under the Escrow Agreement. The Bank shall be entitled and is hereby granted the right to set off and deduct any unpaid fees and non-reimbursed expenses arising under the Escrow Agreement from amounts on deposit in the Account.

7. **Safe Harbor.** In the event that the Bank shall be uncertain as to how to proceed in a situation not explicitly addressed by the terms of the Escrow Agreement, the Bank shall deliver the funds in the Account to Owner. Under no circumstances shall the Bank be liable for delivering the funds in the Account to Owner.

8. **Resignation of Bank.** The Bank may resign as such following the giving of thirty (30) calendar day's prior written notice to the other parties hereto. In such event, the duties of the Bank shall terminate (30) days after receipt of such notice (or as of such earlier date as may be mutually agreeable) and the Bank shall then deliver the balance of the moneys or assets then in its possession to a successor Bank as shall be appointed by the other parties hereto as evidenced by a written notice filed with the Bank. If the other parties hereto have failed to appoint a successor before the expiration of thirty (30) calendar days following receipt of the notice of resignation or removal, the Bank shall deliver the funds in the Account to Owner.

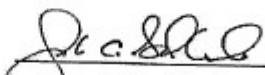
9. **Tax Matters.** The parties agree that, for tax reporting purposes, all interest or other income from investment of moneys on deposit in the Account shall, as of the end of each calendar year and if required by the Internal Revenue Service, be reported as having been earned by Contractor, whether or not income was disbursed during a particular year. The parties shall provide the Bank with certified tax identification numbers by furnishing appropriate forms W-9 or W-8 and such other forms and documents that the Bank may request. The parties understand that if such tax reporting documentation is not provided and certified to the Bank, the Bank may be required by the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Bank pursuant to this Agreement. Contractor agrees to indemnify, defend and hold the Bank harmless from and against any tax, late payment, interest, penalty or other cost or expense that may be assessed against the Bank on or with respect to the Account and the investment thereof unless any such tax, late payment, interest, penalty or other expense was caused by the gross negligence or willful misconduct of the Bank. The indemnification

provided by this Section 9 is in addition to the indemnification provided in Section 3 and shall survive the resignation or removal of the Bank and the termination of the Escrow Agreement.


10. **Limitation of liability of Bank.** The Escrow Agreement and this Addendum set forth all matters pertinent to the duties of the Bank contemplated hereunder, and no additional obligations of the Bank shall be inferred from the terms of the Escrow Agreement, this Addendum or any other agreement. IN NO EVENT SHALL THE BANK BE LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOST PROFITS), EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

AGREED TO as of the date of the Escrow Agreement:

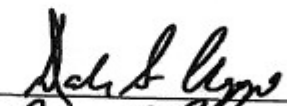
**CONTRACTOR:**

By:   
Title: John C. Dudlicek, Vice President  
Date: 7/9/24

**OWNER:**

By:   
Title: Michael C. Beppay  
Date: 7/15/2024

**FIRST MERCHANTS BANK**

By:   
Title: Regional President  
Date: 7-10-24

Order #4

In the Matter of Action To Form Contracts: Commissioners: Grant Agreement with the Ross Township Trustee for Hidden Lake Capital Improvements in the amount of \$179,341.50.

Allen made a motion to approve the Grant Agreement between the Ross Township Trustee for Hidden Lake Capital Improvements in the amount listed, \$179,341.50, Tippy seconded the motion. Motion carried 3-0.

**GRANT AGREEMENT**  
**Lake County, Indiana Board of Commissioners and**  
**Ross Township Trustee**

This Grant Agreement (this "Grant Agreement"), entered into by and between the Lake County Board of Commissioners of the County of Lake, Indiana (the "County") and the Ross Township Trustee (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Purpose of this Grant Agreement; Funding Source.** The purpose of this Grant Agreement is to enable the County to award a Grant of \$179,341.50 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described as funds for any of the Hidden Lake Capital Improvement: tractor purchase, Wi-Fi, and other capital improvements which will be incurred by the Township. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 12-8-10 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE: If Federal Funds: Program Name per Catalog of Federal Domestic Assistance (CFDA):

CFDA # \_\_\_\_\_  
If County Funds: Program Title Hidden Lake Capital Improvements

**2. Representations and Warranties of the Grantee.**

- A. The Grantee expressly represents and warrants to the County that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or County department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

**3. Implementation of and Reporting on the Project.**

- A. The Grantee shall implement and complete the Project in accordance with the Project described in Paragraph 1. Modification of the Project shall require prior written approval of the County.

## Order #4 cont'd

- B. The Grantee shall submit to the County written progress reports until the completion of the Project. These reports shall be submitted on a quarterly basis and shall contain such detail of progress or performance on the Project as is requested by the County.
4. **Term.** This Grant Agreement commences once the agreement has been signed by a majority of the parties necessary to constitute an official act and a copy of the executed agreement is placed on record and filed with the Lake County Recorder. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by County or federal laws governing this Grant.
5. **Grant Funding.**
- A. The County shall fund this Grant in the amount of \$179,341.50. The approved Project is described in Paragraph 1 of this Grant Agreement. The Project shall not be changed or modified without the prior written consent of the County.
- B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the County and this Grant Agreement has been fully approved by the County.
- C. The funds provided through this Grant are to be used to supplement and not supplant any other appropriations, including local appropriations, made for the same purpose. These funds are being provided to the Grantee to carry out specific work described herein and are not to be used except as authorized in this Grant Agreement. If the Grantee is a local unit of government, the Grantee shall provide a report back to the County documenting that the appropriate local governing body has appropriated this funding in addition to any existing appropriations.
6. **Payment of Claims.**
- A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the County agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide County with a reconciliation of those expenditures. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with County fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana Auditor.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the County. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of County, local and/or private funds by project budget line items.
- C. The County may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the County's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the County within Sixty (60) calendar days following the end of the [month/quarter] in which work on or for the Project was performed. The County has the discretion, and reserves the right, to NOT pay any claims submitted later than Sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the County within Sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the County, be denied. Claims may be submitted on a [monthly or semi-monthly basis] only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the County.
- E. Claims must be submitted with accompanying supportive documentation as designated by the County. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.
7. **Project Monitoring by the County.** The County may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the County or its authorized designees for the purpose of determining, among other things:
- A. Whether Project activities are consistent with those set forth in Paragraph 1 of the Grant Agreement;
- B. The actual expenditure of County, local and/or private funds expended to date on the Project is in conformity with the amounts for the Project in Paragraph 1 and that unpaid costs have been properly accrued;
- C. That Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the County.
8. **Compliance with Audit and Reporting Requirements; Maintenance of Records.**
- A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after

## Order #4 cont'd

final payment for inspection by the County or its authorized designee. Copies shall be furnished to the County at no cost

- B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.330, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 et seq. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

#### 9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable County or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the County and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the County as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have acquired knowledge with reasonable inquiry, that a County officer, employee, or special County appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement.** If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana County Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the County may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the County. The Grantee agrees that any payments currently due to the County may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the County.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the County, and agrees that it will immediately notify the County of any such actions.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the County.

Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the County.

- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

G. As required by IC § 5-22-3-7:

- (1) The contractor and any principals of the contractor certify that:
- (A) the contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
- (i) IC 24-4-7;
- (ii) IC 24-5-12; or
- (iii) IC 24-5-14;
- in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and
- (B) the contractor will not violate the terms of IC 24-4-7 for the duration of the contract, even if IC 24-4-7 is preempted by federal law.
- (2) The contractor and any principals of the contractor certify that an affiliate or principal of the contractor and any agent acting on behalf of the contractor or on behalf of an affiliate or principal of the contractor:
- (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4-7 in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and
- (B) will not violate the terms of IC 24-4-7 for the duration of the contract, even if IC 24-4-7 is preempted by federal law.

#### 10. Debarment and Suspension.

- A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the County if any subcontractor becomes debarred or suspended, and shall, at the County's request, take all steps required by the County to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

- 11. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the County within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the County of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may

## Order #4 cont'd

result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the County of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- D. Notifying in writing the County within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, County or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**12. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

- A. The Grantee has enrolled and is participating in the E-Verify program;
- B. The Grantee has provided documentation to the County that it has enrolled and is participating in the E-Verify program;
- C. The Grantee does not knowingly employ an unauthorized alien.
- D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor. The County may terminate for default if the Grantee fails to cure a breach of this provision no later than thirty (30) days after being notified by the County.

**13. Funding Cancellation.** As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the County Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the County Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**14. Governing Law.** This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the County of Indiana.

**15. Information Technology Accessibility Standards.** Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The Federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

**16. Insurance.** The Grantee shall maintain insurance with coverages and in such amount as may be required by the County or as provided in its Grant Application.

**17. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the Federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, County, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.



Order #4 cont'd

The Grantee shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

18. **Notice to Parties.** Whenever any notice, statement or other communication is required under this Grant, it will be sent by Email or first-class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the County shall be sent to: Lake County Board of Commissioners Attn: Board President 2293 N Main Street Crown Point, In 46307

B. Notices to the Grantee shall be sent to: Ross Township Trustee Attn: Trustee Eric A. Blackmon, Sr. 26 W 73rd Avenue Merrillville, IN 46410

As required by IC § 4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of County.

19. **Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law, including those identified in paragraph 22, below, (2) this Grant Agreement, (3) Exhibits prepared by the County, and (4) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. **Termination for Breach.**

A. Failure to complete the Project and expend County, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the County to suspend grant payments, and to suspend the Grantee's participation in County grant programs until such time as all material breaches are cured to the County's satisfaction.

B. The expenditure of funds other than in conformance with the Project may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the County all funds not spent in conformance with this Grant Agreement.

21. **Termination for Convenience.** Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the County whenever, for any reason, the County determines that such termination is in the best interest of the County. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The

Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The County will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

22. **Federal, State and County Third-Party Contract Provisions.** If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with all federal provisions.

23. **HIPPA Compliance.** If this Grant Agreement involves services, activities, or products subject to the Health Insurance Portability Act of 1996 ("HIPPA"), the Grantee covenants that it will appropriately safeguard Protected Health Information and agrees that it is subject to, and shall comply with all Federal provisions.

24. **Amendments.** No alteration or variation of the terms of this Grant shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories, which require the prior written consent of a duly authorized representative of the County, shall be subject to the contract approval procedure of the County.

Non-Collusion, Acceptance

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

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 30th day of July, 2024.

LAKE COUNTY, INDIANA BOARD OF COMMISSIONERS

Kyle Allen, Sr., 1st District

Michael C. Repay, 3rd District

Jerry Tippy, 2nd District

ATTEST:

Peggy Katona, Auditor

Order #4 cont'd

IN WITNESS WHEREOF, the Parties, by their duly authorized Officials and Representatives have caused this Agreement to be executed this 22 day of July, 2024.

ROSS TOWNSHIP TRUSTEE

  
Eric A. Blackmon, Sr.  
Ross Township Trustee

The next Board of Commissioners Regular Meeting will be held on Wednesday, August 21, 2024 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 virtually:  
Attorney Matthew Fech

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MICHAEL REPAY, PRESIDENT

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KYLE ALLEN Sr., COMMISSIONER

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JERRY TIPPY, COMMISSIONER

ATTEST:

\_\_\_\_\_  
PEGGY H. KATONA, LAKE COUNTY AUDITOR