

The Board met in due form with the following members present: Gerry Scheub Roosevelt Allen, Jr., and Frances DuPey. They passed the following orders, to wit:

There was a moment of silent prayer; the Pledge was given and the Emergency Exit Announcement made.

A courtesy copy of the agenda and notice of this meeting was faxed by Brenda Koselke to the Times in Munster and Crown Point, the Post Tribune in Merrillville and Crown Point, WJOB Radio Station, the Star, WLTH Radio Station, Comcast Cable, the Calumet Press, Portage Journal News, Pilcher Publishing and the Gary Law, Channel 21 media on the 10th day of February, 2009 at about 12:30 p.m.

A copy of the meeting notice and agenda was posted at the entrance of the Commissioner's courtroom on the 10th day of February, 2009 at about 12:30 p.m.

ANNOUNCEMENT

Former Gary City Councilwoman is present, Mrs. Dolly Millender, who is also the Director of the Gary Historical & Cultural Society.

The New President of our Building & Trade, Mr. Randy Palmateer, in the audience.

Order #1 Agenda #5 A

In the Matter of Notices/Agenda – Sealed Bids/Proposals.

Scheub made a motion, seconded by DuPey, to approve the opening of the Bids and Proposals. Motion passed 3-0.

Order #1 Agenda #5 B-C

In the Matter of Notices/Agenda: Additions, Deletions, and Corrections to Agenda for a Regular Meeting.

Scheub made a motion, seconded by DuPey, to approve the Additions; Item #39A – Request for Performance Bond Release in the amount of \$595,750.00 for Grouse Point Phase 2 and Maintenance Bond Release in the amount of \$66,506.00 for Grouse Point Phase 1; Item #49A – Gary Historical & Cultural Society, Inc. display in tribute to National African American History Month; Item #49B – Specification for General Construction for Gary Magistrate Court Room 4th Floor to be advertised. Bids to be returned by Wednesday, March 18, 2009 prior to 9:30 A.M. in the Lake County Auditor's Office; Item 49C – Sheriff's Occupation of 2nd Floor Westwind Manor Building; Item #49D – Emergency Replacement of Natural Gas Piping to fix gas leak at Paramore; Item #49E – Vacant and Abandoned Properties; Item #49F – Crowe Horwath, LLP – Internal Investigation – Lake County Sheriff's Department contract with Southlake Community Mental Health Center – Phase III; Item #49G – Agreement to provide professional consulting services for Lake County, Indiana between Maximus Consulting Services, Inc. and the Board of Commissioners of the County of Lake; Item #49H – Amended Policy and Procedure Manual; Deletions – Number 11, Number 14, Number 33, Number 44, & Number 47; no corrections. Motion passed 3-0.

Order #1 Agenda #5 D-E

In the Matter of Notices/Agenda.

Scheub made a motion, seconded by DuPey, to approve and make a matter of public record the Final Agenda and the Certificate of Service of Meeting Notice. Motion passed 3-0.

Order #2 Consent Agenda

In the Matter of Consent Agenda (Items: 24A, 24B, 24C, 24D, 24E, 53, 54A, and 56A).

Scheub made a motion, seconded by DuPey, to approve the Items of the Consent Agenda (Items: 24A, 24B, 24C, 24D, 24E, 53, 54A, and 56A). Motion passed 3-0.

Order #2 Consent Agenda #24 A-E

In the Matter of L C Highway – Certificates of Liability Insurance (Koontz-Wagner Holdings, LLC; The Pangere Corporation; White Brothers Trucking Co.; Gatlin Plumbing & Heating, Inc.; Rieth-Riley Construction Co., Inc.).

Scheub made a motion, seconded by DuPey, to accept and make a matter of public record the L.C. Highway's Certificates of Liability Insurance (Koontz-Wagner Holdings, LLC; The Pangere Corporation; White Brothers Trucking Co.; Gatlin Plumbing & Heating, Inc.; Rieth-Riley Construction Co., Inc.). Motion passed 3-0.

Order #2 Consent Agenda #53

In the Matter of Vendor Qualification Affidavits.

Scheub made a motion, seconded by DuPey, to approve the following Vendor Qualification Affidavits. Motion passed 3-0.

PAPERLESS BUSINESS SOLUTIONS
FROST BROWN TODD, LLC
ITI (INDIANA TESTING, INC.)
M&M, INC.
B&B ELECTRONICS MANUFACTURING COMPANY
COPIER CONSULTANTS, INC.
LEGAL VISUAL SERVICE
BEST FOUNDATION FOR A DRUG FREE TOMORROW
SURGICAL ASSOCIATES OF NORTHWEST INDIANA
DOCTORS GENERAL LABORATORY SERVICES, INC.
DR. BARBARA CRITTON-GREEN
A&M LAWN & GARDEN
BIDWELL INDUSTRIAL GROUP
WCKS INC. DBA VERONA PIZZA
EXPERIAN QAS

Order #2 Consent Agenda #54A

In the Matter of Treasurer's Report for the month of November, 2008.

Comes now, John Petalas, Lake County Treasurer, and files with the Board his report of fees taken in and collected in his office for the Month of November 2008. Said report is in the following words and figures, to-wit; and the Board having previously duly examined and approved said report, now accepts same and the account of said official duly settled as in report set forth.

Scheub made a motion, seconded by DuPey, to accept the above Treasurer's Reports of November 2008 as submitted. Motion passed 3-0.

Order #2 Consent Agenda #56A

In the Matter of Appointments: Certificates of Appointments from appointments made at the Commissioner's meeting on January 21, 2009.

Scheub made a motion, seconded by DuPey, to accept and make a matter of public record the Certificates of Appointments from appointments made at the Commissioner's meeting on January 21, 2009. Motion passed 3-0.

Order #3 Agenda #6

In the Matter of L C Building Manager – Letter concerning the new monitoring systems for fire alarms.

DuPey made a motion, seconded by Scheub, to support the letter from the L C Building Manager in regard to the new monitoring systems for fire alarms. Motion passed 3-0.



LAKE COUNTY BOARD
OF COMMISSIONERS

ROOSEVELT ALLEN, JR.
GERRY J. SCHEUB
FRANCES DUPEY

Dan Ombac
Building Superintendent

ENGINEERS OFFICE
Lake County Government Center
2293 North main Street
Crown Point, Indiana 46307
Phone (219) 755-3165
Fax (219) 755-3832

© GCL 1049-M

February 4, 2009

L.C. Board of Commissioners
Hon. Roosevelt Allen, Jr., President
Hon. Gerry Scheub, Commissioner
Hon. Frances DuPey, Commissioner
2293 North Main Street
Crown Point, Indiana 46307

Re: New monitoring system for fire alarms

Dear Commissioner:

This letter is to inform you that the new monitoring system for the fire alarms at the following buildings were completed and put in service on January 29, 2009.

- L.C. Government Center Building-A
- L.C. Government Center Building-B
- West Wind Manor Building
- Paramore Building
- Juvenile Detention Center

ABC Alarm Co. is now monitoring the fire alarms. To insure that we have a continuing service, I also instructed Mr. Bob Easton, President of ABC Alarm Co. to submit a 5-year contract for your approval.

For your guidance I enclosed a copy of the instruction diagram I prepared for this project. The instruction diagram shows the name of the vendors I used and their telephone number.

Because the old telephone circuit numbers used in the old monitoring system are not needed anymore, I also wrote a memo to Ms. Eleanor Ingram to discontinue the service for these numbers. I have attached a copy of the memo.

I am submitting this report as a matter of public record.

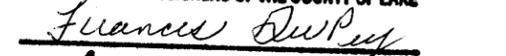
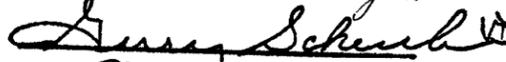
Respectfully,


Dan Ombac

DO/bh

Cc: John Dull

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

MADE A MATTER OF PUBLIC RECORD
THIS 17th DAY OF February 20 09

Order #4 Agenda #7

In the Matter of L C Building Manager – Letter concerning garbage pickup at the Lake County Animal Control Center.

DuPey made a motion, seconded by Scheub, to support the letter from the L C Building Manager in regard to garbage pickup at the Lake County Animal Control Center. Motion passed 3-0.



LAKE COUNTY BOARD OF COMMISSIONERS

ROOSEVELT ALLEN, JR.
GERRY J. SCHEUB
FRANCES DUPEY

Dan Ombac
Building Superintendent

ENGINEERS OFFICE
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2293 North main Street
Crown Point, Indiana 46307
Phone (219) 755-3165
Fax (219) 755-3832

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January 26, 2009

L. C. Board of Commissioners
Hon. Roosevelt Allen, Jr., President
Hon. Gerry Scheub, Commissioner
Hon. Frances DuPey, Commissioner
2293 North Main Street
Crown Point, Indiana 46307

Dear Commissioners:

Enclosed is a letter from Mr. Matt Lubarski, Director of the Sheriff Department's Animal Adoption Center, requesting for increasing the garbage pickup at their facility from the current contract of once a week, to twice a week. In light of the request I have enclosed a service increase proposal from Allied Waste Industries, Inc. for your approval

Should you approve the new service the contract price will go up from \$43.00 per month to \$86.00 per month.

If you have any questions concerning this matter please call me at (219) 746-9780.

Respectfully,

Dan Ombac

DO/bh

CERTIFICATION

I certify that this office/department has a sufficient current appropriation to cover this expenditure.

NAME DATE

OFFICE/DEPARTMENT

Order #5 Agenda #8

In the Matter of Specifications: L C Building Manager – Electrical Improvement Work in the Lake County Clerk's Office.

DuPey made a motion, seconded by Scheub, to approve the seeking of proposals for Electrical Improvement Work in the Lake County Clerk's Office under the L C Building Manager and ordered same for proposals to be returned by Wednesday, March 18, 2009 by 9:30 am. Motion passed 3-0.

Sweney Electric Co.

Continental Electric C.

Miller Electric Co.

Order #6 Agenda #9A

In the Matter of L C Building Manager – Center Township Assessor property disposal request.

DuPey made a motion, seconded by Scheub, to approve the request for property disposal by Center Township Assessor under the L C Building Manager. Motion passed 3-0.

REPORT

For the Lake County Highway the FEMA Reimbursement for the Emergency work that was done during the flood disaster is \$879,652.81, 75% of the final figure which was 1.1 Million.

Order #7 Agenda #12

In the Matter of Specifications: L C Highway – Replacement of Lake County Bridge #95, 149th Avenue/Reeder Road over Cedar Creek.

DuPey made a motion, seconded by Scheub, to approve the Highway Department's Specifications for Replacement of Lake County Bridge #95, 149th Avenue/Reeder Road over Cedar Creek, and ordered same to be advertised for the return of bids on Wednesday, March 18, 2009 prior to 9:30 am. Motion passed 3-0.

Order #8 Agenda #13

In the Matter of L C Highway – Selection of a Consulting Engineering Firm to provide Construction Engineering Services for the Replacement of Lake County Bridge #95, 149th Avenue/Reeder Road over Cedar Creek.

Order #8 Agenda #13 (cont'd)

DuPey made a motion, seconded by Scheub, to support the selection of RW Armstrong as the Consulting Engineering Firm to provide Construction Engineering Services for the Replacement of Lake County Bridge #95, 149th Avenue/Reeder Road over Cedar Creek for the Lake County Highway Department. Motion passed 3-0.

Order #9 Agenda #15

In the Matter of L C Highway – Board of Commissioners, County of Lake Agreement with DLZ Indiana, LLC for Design Engineering Services for the Replacement of Lake County Bridge #89, 101st Street over Beaver Dam Ditch in an amount not to exceed \$223,960.00.

DuPey made a motion, seconded by Scheub, to support the L C Highway – Board of Commissioners, County of Lake Agreement with DLZ Indiana, LLC for Design Engineering Services for the Replacement of Lake County Bridge #89, 101st Street over Beaver Dam Ditch in an amount not to exceed \$223,960.00. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #10 Agenda #16

In the Matter of L C Highway – Request to place a new bridge located on Hedwig Drive over Bull Run Ditch in the Lake County Bridge Inventory.

Scheub made a motion, seconded by DuPey, to approve the request of the L C Highway to place a new bridge located on Hedwig Drive over Bull Run Ditch in the Lake County Bridge Inventory. Motion passed 3-0.

Order #11 Agenda #17

In the Matter of L C Highway – Supplemental Agreement No. 1 between Beam, Longest, and Neff, LLC Consulting Engineers and the Board of Commissioners, County of Lake on behalf of the Lake County Highway Department for Lake County Bridge #306, Broad Street over Turkey Creek in the amount of \$56,800.00.

DuPey made a motion, seconded by Scheub, to approve the Supplemental Agreement No. 1 between Beam, Longest, and Neff, LLC Consulting Engineers and the Board of Commissioners, County of Lake on behalf of the Lake County Highway Department for Lake County Bridge #306, Broad Street over Turkey Creek in the amount of \$56,800.00. Motion passed 3-0.

SUPPLEMENTAL AGREEMENT
NO. 1

This Supplemental Agreement, made and entered into this 18th day of February, 2008, by and between Lake County, Indiana, acting by and through its Board of County Commissioners (hereinafter referred to as the "OWNER"), and Beam, Longest and Neff, L.L.C., Consulting Engineers, 8126 Castleton Road, Indianapolis, Indiana 46250 (hereinafter referred to as the "CONSULTANT").

WITNESSETH:

WHEREAS, the OWNER and the CONSULTANT did enter into an Agreement, dated June 21, 2006, to provide professional engineering services for the replacement of Lake County Bridge No. 306, Broad Street over Turkey Creek, and,

WHEREAS, the OWNER desires to mitigate for wetlands that will be filled in during the construction of the Project and due to changes in INDOT policy, additional R/W engineering is required for the Project, and,

WHEREAS, the CONSULTANT is qualified and prepared to perform the services required in said work and they agree to perform such services under the terms and conditions herein set forth, and,

WHEREAS, in order to provide for completion of the work as modified, it is necessary to amend and supplement the original Agreement,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. On page 1, Appendix "A" of the original Agreement, under Item 2, add the following:
 - 2.5 Prepare a wetland mitigation plan in accordance with mitigation ratios proposed by the USACOE and the IDEM for the issuance of the Section 404 and 401 permits.
2. On page 2, Appendix "A" of the original Agreement, under Item 5, add the following:
 - 5.5 Furnish right-of-way parcel plats for each parcel involved with right-of-way acquisition.
 - 5.6 Provide one set of right-of-way acquisition plans.

Order#11 Agenda #17 (cont'd)

- 3. On page 1, Appendix "D" of the original Agreement, under Item 1, line item a (Survey), the lump sum amount is increased by \$4,200.00 to \$21,000.00.
- 4. On page 1, Appendix "D" of the original Agreement, under Item 1, line item c (Environmental), the lump sum amount is increased by \$46,300.00 to \$71,300.00.
- 5. On page 1, Appendix "D" of the original Agreement, under Item 3, the not to exceed limit is increased by \$3,000.00 to \$36,900.00.
- 6. On page 1, Appendix "D" of the original Agreement, under Item 4, the not to exceed limit is increased by \$3,300.00 to \$30,000.00.
- 7. Except as herein modified, changed and supplemented, all terms of the original Agreement, dated June 21, 2006, shall continue in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 the day and year first above mentioned.

CONSULTANT:
BEAM, LONGEST AND NEFF, L.L.C.

James Longest

(President)

OWNER:
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, INDIANA

Barrett Allen

Francis Dwyer

Garry Scheub

ATTEST:

ATTEST:

Peggy H. Kalona

W. Clyde Jones

Lake County Highway Attorney Clyde Jones

Order #12 Agenda #18

In the Matter of L C Highway – Dyer Construction Co., Inc. Change Order No. 1 for the Sohl Street Culvert Replacement for an additional \$11,400.00.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – Dyer Construction Co., Inc. Change Order No. 1 for the Sohl Street Culvert Replacement for an additional \$11,400.00. Motion passed 3-0.

Order #13 Agenda #19

In the Matter of L C Highway – V-Mad Construction Change Order No. 1 for Lake County Bridge #281, Calumet Avenue over the Little Calumet River Debris Removal for an additional \$1,200.00.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – V-Mad Construction Change Order No. 1 for Lake County Bridge #281, Calumet Avenue over the Little Calumet River Debris Removal for an additional \$1,200.00. Motion passed 3-0.

Order #14 Agenda #10

In the Matter of BIDS: L C Highway – Bituminous Materials and Surface Milling (Delivered and Applied), for the year 2009.

This being the day, time, and place for the receiving of bids for Bituminous Materials and Surface Milling (Delivered and Applied), for the year 2009, for the L C Highway Department, the following bids were received:

RIETH-RILEY CONSTRUCTION	\$1,635,825.00
WALSH & KELLY	\$1,563,100.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the Highway Department for tabulation and recommendation. Motion passed 3-0.

Order #14 Agenda #10

In the Matter of BIDS: L C Highway – Bituminous Materials and Surface Milling (Picked Up) for the year 2009.

This being the day, time, and place for the receiving of bids for Bituminous Materials and Surface Milling (Picked Up), for the year 2009, for the L C Highway Department, the following bids were received:

Order #14 Agenda #10 (cont'd)

RIETH-RILEY CONSTRUCTION	\$120,000.00
WALSH & KELLY	\$112,500.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the Highway Department for tabulation and recommendation. Motion passed 3-0.

Order #14 Agenda #10

In the Matter of BIDS: L C Highway – Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied), for the year 2009.

This being the day, time, and place for the receiving of bids for Bituminous Materials for Roadway Patching and Bridge Deck and Approach, Overlays (Delivered and Applied), for the year 2009, for the L C Highway Department, the following bids were received:

RIETH-RILEY CONSTRUCTION	\$307,500.00
WALSH & KELLY	\$417,000.00
AGGREGATE	\$351,560.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the Highway Department for tabulation and recommendation. Motion passed 3-0.

Order #14 Agenda #10

In the Matter of BIDS: L C Highway – Chip and Seal, for the year 2009.

This being the day, time, and place for the receiving of bids for Chip and Seal for the year 2009, for the L C Highway Department, the following bids were received:

RIETH-RILEY CONSTRUCTION	\$315,750.00
WALSH & KELLY	\$322,750.00

DuPey made a motion, seconded by Scheub, to take the above bids under advisement and refer to the Highway Department for tabulation and recommendation. Motion passed 3-0.

Order #15 Agenda #20

In the Matter of L C Highway – Memorandum of Understanding between the City of Crown Point and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Liquid Asphalt at cost + .10 cents.

DuPey made a motion, seconded by Scheub, to approve the Memorandum of Understanding between the City of Crown Point and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Liquid Asphalt at cost + .10 cents. Motion passed 3-0.



Marcus W. Malczewski
Superintendent

Lake County Highway Department



1100 E. Monitor Street
Crown Point, Indiana 46307
Phones: 219-663-0525
219-374-5608
219-769-4247
Fax: 219-662-0497

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered in to this 19th day of January, 2009 by and between Lake County, Indiana by and through the BOARD OF COMMISSIONERS and the CITY OF CROWN POINT, hereinafter referred to as "VENDOR".

WITNESSETH

WHEREAS, the BOARD OF COMMISSIONERS desires to purchase on a temporary as needed basis liquid asphalt to be used by the LAKE COUNTY HIGHWAY DEPARTMENT, hereinafter "DEPARTMENT" in the repair of county owned and maintained streets and roads; and

WHEREAS, such temporary as needed basis is for the purpose of facilitating more immediate repair of hazardous potholes unpredictably occurring as a result of freeze and thaw conditions and other inclement weather conditions and not contemplated by the ordinary purchase of department equipment and materials in the normal course of Business; and

WHEREAS, the vendor owns and operates an AE90 liquid asphalt Holding Tank and has the capability for immediate supply and delivery of the asphalt materials Needed for emergency repairs; and

WHEREAS, the DEPARTMENT has no such storage facility and continue to incur the expense of long distance purchase and delivery of materials; and

WHEREAS, the VENDOR and DEPARTMENT are agreeable to immediate reimbursement at cost plus \$0.10 per gallon, based on most recent delivery.

WHEREAS, the department and the VENDOR each agree that the purchase and reimbursement shall be on an as needed basis and that either may terminate this Agreement upon reasonable notice to the other.

NOW, THEREFORE, the VENDOR agrees to provide the services as herein described and the DEPARTMENT agrees to reimbursement paid for such services as herein described.



Order #15 Agenda #20 (cont'd)

This MEMORANDUM OF UNDERSTANDING is entered into this 18th day
Of February, 2009.

Roosevelt Allen Jr. Gerry Scheub Frances DuPey
ROOSEVELT ALLEN JR. GERRY SCHEUB FRANCES DUPEY

LAKE COUNTY BOARD OF COMMISSIONERS

Before me, a Notary Public, appeared ROOSEVELT ALLEN, JR., GERRY SCHEUB
FRAN DUPEY, and acknowledged the execution of the foregoing.

MY COMMISSION EXPIRES 5/19/2016

Beth J. Babjak
NOTARY PUBLIC

CITY OF CROWN POINT

BY: David Uran

Before me, a Notary Public, appeared David Uran
and acknowledged the execution of the foregoing.

MY COMMISSION EXPIRES

1-31-2016

Beth J. Babjak
NOTARY PUBLIC

Order #16 Agenda #21

In the Matter of L C Highway – Indiana Department of Transportation – Local Public Agency Project Coordination Contract, EDS #A249-09-320680, Des No 9980080 & 9980090, Right of Way Acquisition Service desired by Local Public Agency, 45th Avenue Phase II and Phase III.

DuPey made a motion, seconded by Scheub, to support the L C Highway – Indiana Department of Transportation – Local Public Agency Project Coordination Contract, EDS #A249-09-320680, Des No 9980080 & 9980090, Right of Way Acquisition Service desired by Local Public Agency, 45th Avenue Phase II and Phase III. Motion passed 3-0.
("SEE FILE" FOR COPY OF ORIGINAL)

Order #17 Agenda #22

In the Matter of L C Highway – Agreement between American Structurepoint, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Right-of-Way Acquisition Services concerning 45th Avenue Phase II and Phase III in the amount of \$1,499,988.00. Lake County's Match will be 20% or \$299,997.60.

Scheub made a motion, seconded by DuPey, to approve the Agreement between American Structurepoint, Inc. and the Board of Commissioners of the County of Lake on behalf of the Lake County Highway Department for Right-of-Way Acquisition Services concerning 45th Avenue Phase II and Phase III in the amount of \$1,499,988.00. Lake County's Match will be 20% or \$299,997.60. Motion passed 3-0.
February 18, 2009

Lake County Board of Commissioners
Lake County Government Center
2293 N Main Street
Crown Point, Indiana 46307

Attn: Roosevelt Allen Jr., President

RE: Right of Way Land Acquisition Services desired by Local Public Agency 45th Avenue Phase II and Phase III

Honorable Commissioners:

On Wednesday, July 16, 2008 the Lake County Board of Commissioners selected American Structurepoint Inc. to provide Land Acquisition Services for 45th Avenue Phase II and Phase III.

Please find enclosed an agreement for the Lake Acquisition Services. The agreement is between the Lake County Board of Commissioners and American Structurepoint Inc. for the Amount of **\$1,499,988.00**. Since this is a Federal Aid Project Lake County's match will be 20% or \$299,997.60

The Lake County Highway Department and the Highway Attorney have reviewed the agreement and find it to acceptable. The Highway Department recommends approval of this agreement.

Respectfully Submitted,

Marcus W. Malczewski,
Superintendent

Order #17 Agenda #22 (cont'd)

Revised 2/11/98

AGREEMENT

THIS AGREEMENT is made and entered into February 18, 2009 by and between Lake County, Indiana, acting by and through its proper officials, hereinafter referred to as the LOCAL PUBLIC AGENCY or LPA, and American Structurepoint, Inc., 7260 Shadeland Station Indianapolis, Indiana 46256 (hereinafter referred to as the "CONSULTANT").

WITNESSETH

WHEREAS, the LPA desires to contract for Right-of-Way Acquisition Services required for the project hereinafter described _____ : and

WHEREAS, the CONSULTANT has expressed a willingness to provide the personnel necessary to perform the Right-of-Way Acquisition Services desired by the LOCAL PUBLIC AGENCY _____ : and

WHEREAS, the parties have agreed that the CONSULTANT shall provide the services and documents described herein, in relation to the following described project(s):

- Project: Des No. 9980090 : 45th Avenue from Whitcomb Street to Cleveland Avenue (Phase II)
Des No. 9980080 : 45th Avenue from Colfax Avenue to Whitcomb Street (Phase III)

NOW THEREFORE, in consideration of the following mutual covenants, the parties hereto mutually covenant and agree as follows:

SECTION I SERVICES BY THE CONSULTANT

The services to be provided by the CONSULTANT under this Agreement are as set out in Appendix "A", attached to this Agreement, and made an integral part hereof.

SECTION II INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The information and services to be furnished by the LOCAL PUBLIC AGENCY are as set out in

Revised 2/11/98

Appendix "B", attached to this Agreement, and made an integral part hereof.

SECTION III NOTICE TO PROCEED AND SCHEDULE

The CONSULTANT shall begin the work to be performed under this Agreement upon receipt of the written notice to proceed from the LOCAL PUBLIC AGENCY, and shall deliver the work to the LOCAL PUBLIC AGENCY in accordance with the schedule contained in Appendix "C", attached to this Agreement, and made an integral part hereof. The CONSULTANT shall not begin work prior to the date of the notice to proceed.

SECTION IV COMPENSATION

The CONSULTANT shall receive payment for the work performed under this Agreement as set forth in Appendix "D", attached to this Agreement, and made an integral part hereof.

The cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31, shall be adhered to for work under this Agreement.

SECTION V GENERAL PROVISIONS

1. Work Office

The CONSULTANT shall perform the work under this Agreement at the following office(s):

American Structurepoint, Inc.
7260 Shadeland Station
Indianapolis, IN 46256

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a full or part time or other basis, any LOCAL PUBLIC AGENCY personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

Order #17 Agenda #22 (cont'd)

Revised 2/11/98

3. Covenant Against Contingent Fees

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

4. Subletting and Assignment

The CONSULTANT and its subcontractors, if any, shall not assign, sublet, subcontract, or otherwise dispose of the whole or any part of the work under this Agreement without prior written consent of the LPA and the Indiana Department of Transportation ("INDOT"). Consent for such assignment shall not relieve the CONSULTANT of any of its duties or responsibilities hereunder.

5. Ownership of Documents

All documents, including tracings, drawings, reports, estimates, specifications, field notes, investigations, studies, etc. ("the documents"), as instruments of service, shall remain the property of the LPA. Neither the LOCAL PUBLIC AGENCY, nor any person, firm or corporation acting on behalf of the LOCAL PUBLIC AGENCY, shall use the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents. The CONSULTANT shall have no liability for personal injury, death, property damage or economic loss, of whatever kind or character, arising out of, or relating to, the use by LOCAL PUBLIC AGENCY or any person, firm or corporation acting on behalf of LOCAL PUBLIC AGENCY, of the documents, or copies of the documents, for any work or project other than the work or project for which the CONSULTANT prepared the documents.

Page 3 of 22

Revised 2/11/98

The LOCAL PUBLIC AGENCY may make unlimited copies of the documents furnished by the CONSULTANT.

6. Access to Records

During the Agreement period and for three (3) years from the date of final payment under the terms of this Agreement, the CONSULTANT and its subcontractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective offices at all reasonable times for inspection or audit by the LOCAL PUBLIC AGENCY, INDOT, the Federal Highway Administration ("FHWA"), or other authorized representatives of the federal government, and copies thereof shall be furnished if requested.

7. Audit Working Papers and Conclusions

The CONSULTANT agrees that, upon request by any agency participating in federally-assisted programs with whom the CONSULTANT has contracted or seeks to contract, the LPA, INDOT, FHWA, or other authorized representatives of the federal government may release or make available to the agency any working papers from an audit performed by such agency of the CONSULTANT and its subcontractors in connection with this Agreement, including any books, documents, papers, accounting records and other documentation which support or form the basis for the audit conclusions and judgments.

8. Compliance with State and Other Laws

The CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations, or ordinances, that are applicable at the time the CONSULTANT's services pursuant to this Agreement are rendered, and all provisions required thereby to be included herein are hereby incorporated by reference.

9. Responsibility of the CONSULTANT

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the CONSULTANT under this contract. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the CONSULTANT. The CONSULTANT shall not be

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responsible for errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of the LOCAL PUBLIC AGENCY or other consultants, including, without limitation, surveyors and geotechnical engineers, who have been retained by LOCAL PUBLIC AGENCY. The CONSULTANT shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such errors, omissions or deficiencies were known or should have been known by the CONSULTANT) in the designs, drawings, specifications and other services furnished by the LOCAL PUBLIC AGENCY, INDOT, or other consultants retained by the LOCAL PUBLIC AGENCY.

- B. Neither the LOCAL PUBLIC AGENCY's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the LOCAL PUBLIC AGENCY in accordance with applicable law for all damages to the LOCAL PUBLIC AGENCY caused by the CONSULTANT's negligent performance of any of the services furnished under this contract.
- C. The CONSULTANT shall be responsible for all damage to life and property caused by errors or omissions of the CONSULTANT, its subcontractors, agents, or employees in connection with the services rendered by the CONSULTANT pursuant to this contract. The CONSULTANT shall indemnify, defend, and hold harmless the LOCAL PUBLIC AGENCY, INDOT and the State of Indiana, their officials and employees, from any liability due to loss, damage, injuries, or other casualties of whatever kind, which, directly and independently of all other causes, arise out of, or result from, the negligence of the CONSULTANT, its agents or employees, in performing the services that are required of the CONSULTANT by this contract.
- D. The CONSULTANT shall have no responsibility for supervising, directing or controlling the work of contractors or other consultants retained by the LOCAL PUBLIC AGENCY, nor shall the CONSULTANT have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the contract plans, specifications, special provisions, etc. prepared by the CONSULTANT) selected by contractors. The CONSULTANT shall have no responsibility for the safety of persons on or off the job site, and whether or not engaged in the work, for safety precautions and programs incident to the work of contractors, or for any failure of contractors or others to exercise care for the safety of any person, including employees of contractors, or to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors' performance of the work.
- E. The rights and remedies of the LOCAL PUBLIC AGENCY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. The CONSULTANT shall have an affirmative duty to advise the LOCAL PUBLIC AGENCY of any known or obvious errors, omissions, or deficiencies in the designs, drawings, specifications, reports, or other services of the LOCAL PUBLIC AGENCY or consultants retained by the LOCAL PUBLIC AGENCY.

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10. Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY and INDOT currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to Chief Counsel, Indiana Department of Transportation, 100 North Senate Avenue, Room N730, Indianapolis, IN 46204-2249.

11. Workman's Compensation and Liability Insurance

The CONSULTANT shall procure and maintain insurance covering all operations under this Agreement, whether performed by the CONSULTANT or its subcontractor, from insurance companies licensed to do business in the State of Indiana, of the kinds and in the amounts hereinafter provided, until final payment by the LPA for the services covered in this Agreement. The CONSULTANT shall not be given notice to proceed until it has furnished certificates in a form satisfactory to the LPA, showing compliance with this section. During the life of this Agreement, the CONSULTANT shall provide the LPA with certificates showing that the required insurance has been maintained, at the request of the LPA. The certificates shall provide that the policies shall not be changed or canceled without ten (10) days prior written notice to the LPA. If such notice is given, the LPA, at its sole option, may terminate this Agreement. In such event, the CONSULTANT shall not be entitled to any further compensation under this Agreement.

The kinds and amounts of insurance required are as follows:

- A. Policies covering the obligations of the CONSULTANT pursuant to the provisions of the Workers' Compensation laws. This Agreement shall be void and of no effect unless the CONSULTANT procures and maintains such policies until final acceptance of the work.
- B. Comprehensive occurrence policies for bodily injury liability and property damage liability insurance including owners' or contractors' protective coverage with a save and hold harmless endorsement for the types herein specified each with limits of \$1,000,000.00 per occurrence for bodily injury or property damage with a \$2,000,000.00 annual aggregate. Such policies shall have no deductibles or self-insured retentions.
- C. Automobile policies for bodily injury and property damage liability insurance for the types herein specified with limits of \$1,000,000.00 per person and \$3,000,000.00 per accident and

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\$1,000,000.00 for property damage, including hired and non-owned vehicles. Such policies shall have no deductibles or self-insured retentions.

12. Progress Reports

The CONSULTANT shall submit a progress report to the LPA on or before the tenth (10th) day of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

13. Changes in Work

In the event the LPA requires a material change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified shall be determined by the LPA, subject to the CONSULTANT's approval. The CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental contract is executed and the CONSULTANT has received written authorization from the LPA and INDOT to proceed with the work.

14. Delays and Extensions

The CONSULTANT agrees that no charges or claim for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Any such delays shall be compensated for by an extension of time for such period as may be determined by the LPA, subject to the CONSULTANT's approval. However, it being understood, that the permitting of the CONSULTANT to proceed to complete any services, or any part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the LPA of any of its rights herein.

15. Abandonment and Termination

The LOCAL PUBLIC AGENCY reserves the right to terminate or suspend this Agreement upon thirty (30) days written notice.

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- A. If the LOCAL PUBLIC AGENCY shall abandon the services herein mentioned, the CONSULTANT shall deliver to the LOCAL PUBLIC AGENCY all data, reports, drawings, specifications and estimates completed or partially completed, which shall become the property of the LPA. The earned value of the work performed shall be based upon an estimate of the portion of the total services that have been rendered by the CONSULTANT to the date of the abandonment and which estimate shall be made by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment for services to be paid on a lump sum basis, and it shall be based upon an audit for those services to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportation's Division of Accounting and Control in accordance with generally accepted auditing standards and the cost principles contained in the Federal Acquisition Regulations, 48 CFR Part 31. The payment made to the CONSULTANT shall be paid as the final payment in full settlement for its services hereunder.
- B. If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the time specified, or within such further extension or extensions of time as may be agreed upon, the LOCAL PUBLIC AGENCY may give written notice that if the CONSULTANT has not complied with the requirements of this Agreement within twenty (20) calendar days from the date of such notice, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within the twenty (20) day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants, by contract or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known address.
- C. If the LOCAL PUBLIC AGENCY shall act under the preceding paragraph, then all data, reports, drawings, plans, sketches, sections and models, all specifications, estimates, measurements and data pertaining to the project, prepared under the terms or in fulfillment of this Agreement, shall be delivered within twenty (20) days to LOCAL PUBLIC AGENCY. If the CONSULTANT fails to make such delivery upon demand, then the CONSULTANT shall pay to LOCAL PUBLIC AGENCY any damage it may sustain by reason thereof.

16. Non-Discrimination

- A. Pursuant to I.C. 22-9-1-10, the CONSULTANT and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.
- B. The CONSULTANT, and any agent of the CONSULTANT, in the performance of the work under this Agreement, shall comply with 42 U.S.C. §2000e, provided the CONSULTANT has fifteen or more employees for each working day in each of twenty or more calendar

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weeks in the current or preceding calendar year. 42 U.S.C. §2000e states in part that it shall be unlawful for the CONSULTANT to:

1. fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin; or
2. to limit, segregate, or classify its employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect any individual's status as an employee, because of such individual's race, color, religion, sex or national origin.

The CONSULTANT shall comply with 42 U.S.C. §2000e, the terms of which are incorporated by reference and made a part of this Agreement. Breach of this covenant may be regarded as a material breach of the Agreement.

- C. The CONSULTANT agrees to comply with the regulations of the U.S. Department of Transportation relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation. Title 49, Code of Federal Regulations, Part 21, effectuates 42 U.S.C. §2000e above, and is incorporated by reference and made a part of this Agreement. Pursuant to 49 CFR Part 21, the CONSULTANT agrees as follows:

1. **Nondiscrimination:** The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the regulations, including employment practices when the contract covers a program set forth in Appendix "A" of the regulations.
2. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the regulations relative to non-discrimination.
3. **Information and Reports:** The CONSULTANT will provide all information and reports required by the regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the LOCAL PUBLIC AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this

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information, the CONSULTANT shall so certify to the LOCAL PUBLIC AGENCY, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

4. **Sanctions for Noncompliance:** In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the LOCAL PUBLIC AGENCY shall impose such sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to, suspension or termination or refusal to grant or to continue federal financial assistance or by any other means authorized by law.
5. **Incorporation of Provisions:** The CONSULTANT will include the provisions of paragraphs (1) through (5) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the LOCAL PUBLIC AGENCY to enter into such litigation to protect the interests of the LOCAL PUBLIC AGENCY and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

17. **Successors and Assignees**

In so far as authorized by law, the parties bind their successors, executors, administrators and assignees to all covenants of this Agreement. Except as above set forth, neither the CONSULTANT nor the LOCAL PUBLIC AGENCY shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other.

18. **Disadvantaged Business Enterprise Program**

A. **General**

1. Notice is hereby given to the CONSULTANT or subcontractor that failure to carry out the requirements set forth in 49 CFR Sec. 23.43(a) shall constitute a breach of contract and, after notification, may result in termination of the contract or such remedy as the LOCAL PUBLIC AGENCY deems appropriate.

The referenced section requires the following policy and disadvantaged business enterprise (DBE) obligation to be included in all subsequent contracts between the CONSULTANT and any subcontractor:

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- (a) It is the policy of the Indiana Department of Transportation that disadvantaged business enterprises, as defined in 49 CFR Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Agreement. Consequently the DBE requirements of 49 CFR Part 23 apply to this Agreement.
 - (b) The CONSULTANT agrees to ensure that disadvantaged business enterprises, as defined in 49 CFR Part 23, have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, the CONSULTANT shall take all necessary and reasonable steps, in accordance with 49 CFR Part 23, to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.
2. As part of the CONSULTANT's equal opportunity affirmative action program, it is required that the CONSULTANT shall take positive affirmative actions and put forth good faith efforts to solicit proposals or bids from and to utilize disadvantaged business enterprise subcontractors, vendors or suppliers.

B. Definitions

- 1. "Disadvantaged business enterprise" means a small business concern:
 - (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and
 - (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- 2. "Small business concern" means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto, except that a small business concern shall not include any concern or group of concerns controlled by the same socially and economically disadvantaged individual or individuals which has annual average gross receipts in excess of \$2.5 million over the previous three fiscal years.
- 3. "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, native Americans,

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Asian-Pacific Americans, or Asian-Indian Americans and any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to section 8(a) of the Small Business Act.

- 4. "Certified disadvantaged business enterprise" means the business has completed and filed with the Indiana Department of Transportation a request for certification, and that the business has been reviewed and determined to comply with the guidelines established in 49 CFR Part 23. A business which is determined to be eligible will be certified as a disadvantaged business enterprise (DBE).

C. Subcontracts

- 1. If the CONSULTANT intends to subcontract a portion of the work, the CONSULTANT is required to take affirmative actions to seek out and consider DBEs as potential subcontractors prior to any subcontractual commitment.
- 2. The contacts made with potential DBE subcontractors and the results thereof shall be documented and made available to the LOCAL PUBLIC AGENCY and the Federal Highway Administration (FHWA) when requested.
- 3. A request to sublet a portion of the work to a firm that is not a DBE shall include Form DBE-2 and documentation evidencing contacts and the results thereof made with potential DBEs for the specific work to be subcontracted, in compliance with C.1 and C.2.
- 4. If a portion of the work under this Agreement is subcontracted to a DBE firm, then upon completion of the project, a Disadvantaged Business Enterprise Utilization Affidavit, Form DBE-3, shall be completed by the CONSULTANT and returned to the LOCAL PUBLIC AGENCY. The contractor and the subcontractor/lessor/supplier shall certify on the DBE-3 form that specific amounts have been paid and received.

D. Affirmative Actions

The CONSULTANT shall, as a minimum, develop an affirmative action plan for a Disadvantaged Business Enterprise Program which includes:

- 1. Appointment of a representative with authority to administer the CONSULTANT's Disadvantaged Business Enterprise Program.
- 2. Documentation of affirmative action methods and procedures intended to be used in seeking out and considering certified DBEs as subcontractors or suppliers.
- 3. Maintenance of a list of certified DBEs to be contacted prior to the selection of a potential subcontractor for the particular items, within the capabilities of the DBEs. This list shall include but not be limited to:
 - (a) the name of each subcontractor or supplier and a notation as to their DBE

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certification status; and

- (b) the potential type of work or services to be performed by each subcontractor or supplier.

E. Records and Reports

1. The CONSULTANT shall keep such records as are necessary to determine compliance with this contract. The records kept by the CONSULTANT shall show, as a minimum:
 - (a) the number of disadvantaged and non-minority subcontractors and suppliers and type and dollar value of work, materials or services being performed on or incorporated in this project;
 - (b) the progress and efforts made in seeking out disadvantaged contractor organizations and individual disadvantaged contractors for work on this project;
 - (c) documentation of all correspondence, contacts, telephone calls, etc., to obtain the services of DBEs on this Agreement.
2. The CONSULTANT shall submit reports, as required by the LOCAL PUBLIC AGENCY, of those contracts and other business agreements executed with DBEs with respect to the records referred to in paragraph E.1.
3. All such records must be maintained for a period of three years following acceptance of final payment and shall be available for inspection by The LOCAL PUBLIC AGENCY and the Federal Highway Administration.

F. Leases and Rentals

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY when purchases or rental of equipment are made with disadvantaged businesses. The information submitted shall include the name of the business, the dollar amount of the transaction, and the type of purchases made or type of equipment rented.

G. DBE Program

Unless otherwise specified in this Agreement, the DBE Program developed by the LOCAL PUBLIC AGENCY and approved by the Federal Highway Administration applies to this Agreement.

19. Supplements

This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.

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20. Pollution Control Requirements

If this Agreement is for \$100,000 or more, the CONSULTANT:

- A. stipulates that any facility to be utilized in performance under or to benefit from this Agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended;
- B. agrees to comply with all of the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder; and
- C. stipulates that, as a condition of federal-aid pursuant to this Agreement, it shall notify the LPA and the Federal Highway Administration of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this Agreement is under consideration to be listed on the EPA Listing of Violating Facilities.

20. Governing Laws

This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Independent Contractor

The parties hereto, in the performance of this Agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be employees or agents of the other party for any purpose whatsoever.

22. Certification for Federal-Aid Contracts

The CONSULTANT certifies, by signing and submitting this Agreement, to the best of its knowledge and belief, that the CONSULTANT has complied with Section 1352, Title 31, U.S. Code, and specifically, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract,

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the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is available through the Indiana Department of Transportation.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed 31 U.S.C. sec. 1352.

The CONSULTANT also agrees by signing this Agreement that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly. Any person who fails to sign or file this required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

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IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement.

CONSULTANT
American Structurepoint, Inc.


Signature

Willis R. Conner, President
(Print or type name and title)

ATTEST:

Signature

Gregory L. Henneke, Executive Vice President
(Print or type name and title)

LOCAL PUBLIC AGENCY
Board of Commissioners
Lake County, Indiana


Signature

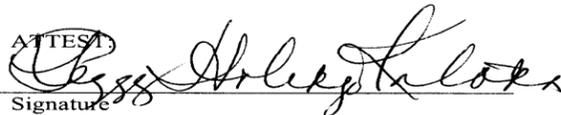
Roosevelt Allen, Jr., Commissioner
(Print or type name and title)


Signature

Frances L. DuPey, Commissioner
(Print or type name and title)


Signature

Gerry J. Scheub, Commissioner
(Print or type name and title)

ATTEST:

Signature

Peggy Holinga Katona, Auditor
(Print or type name and title)

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ACKNOWLEDGMENT

STATE OF Indiana), COUNTY OF Marion) SS:

Before me, the undersigned Notary Public in and for said County personally appeared

Willis R. Conner, President, and Gregory L. Henneke, Executive Vice President of American Structurepoint, Inc.
(names of signers, their official capacity and agency name)

and each acknowledged the execution of the foregoing contract on this 2nd day of DECEMBER, 20 08, and each acknowledged and stated that he/she is the party authorized by the said agency to execute the foregoing contract.

My Commission Expires
07-24-2009

Marion
County of Residence

Michele A. Collins
Notary Public
Michele A. Collins
Print or type name



ACKNOWLEDGMENT

STATE OF _____) COUNTY OF _____) SS:

Before me, the undersigned Notary Public in and for said County personally appeared

(names of signers, their official capacity and agency name)

and each acknowledged the execution of the foregoing contract on this _____ day of _____, 20 __, and each acknowledged and stated that he/she is the party authorized by the said agency to execute the foregoing contract.

My Commission Expires

County of Residence

Notary Public

Print or type name

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CERTIFICATE OF CONSULTANT

I hereby certify that I am the President and duly authorized representative of the firm of American Structurepoint, Inc., whose address is 7260 Shadeland Station, Indianapolis, Indiana 46256, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this Agreement,
- (b) agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as herein expressly stated (if any): None.

I further certify that no employee, officer or agent or partner or any member of their immediate families of this firm is employed or retained either full or part-time, in any manner by the Indiana Department of Transportation; except as herein expressly stated (if any): None

I acknowledge that this certificate is to be furnished to the Indiana Department of Transportation and/or the Federal Highway Administration - Department of Transportation in connection, with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

12-2-08
(Date)

Willis R. Conner
(Signature) Willis R. Conner

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CERTIFICATE OF LOCAL PUBLIC AGENCY

I hereby certify that (I am) (we are) the _____ (title) of the _____ (LPA), and the above Consultant or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind

except as herein expressly stated (if any): _____

(I) (We) further certify that no employee, officer, agent, or partner, or any member of their immediate families of the Consultant is employed or retained either in a full-time or part-time basis in any manner by the LPA except as herein expressly stated (if any): _____

I acknowledge that this certificate is to be furnished to the Federal Highway Administration and the Indiana, Department of Transportation, in connection with this Agreement involving participation of federal-aid highway funds, and is subject to applicable state and federal laws, both criminal and civil.

(Date) _____

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NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

The undersigned, being duly sworn on oath, says that he/she is the contracting party, or, that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent, or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, entered into or offered to enter into any combination, collusion or contract to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of the annexed Agreement other than that which appears upon the face of the Agreement.

Signature [Handwritten Signature]

Willis R. Conner
Printed Name

President
Title

American Structurepoint, Inc.
Company

Before me, a Notary Public in and for said County and State personally appeared Willis R. Conner, who acknowledged the truth of the statements in the foregoing affidavit on this 2nd day of DECEMBER, 2008.

My Commission Expires
07-24-2009

Marion
County of Residence

[Handwritten Signature]
Notary Public
Michele A. Collins
Print or type name



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DEBARMENT CERTIFICATION

This certification applies to the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of Federal funds.

Instructions for Certification

- 1. By signing and submitting this Agreement, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this Agreement is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.
6. The prospective primary participant agrees by submitting this Agreement that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this Agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause.

Revised 2/11/98

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension and other Responsibility Matters - - Primary Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
(d) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
(2) Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

(Signature) [Handwritten Signature]
Willis R. Conner
(Printed or Typed)
American Structurepoint, Inc.
(Company)

President
Title

Before me, a Notary Public in and for said County and State personally appeared Willis R. Conner, who acknowledged the truth of the statements in the foregoing affidavit on this 2nd day of DECEMBER, 2008.

My Commission Expires
07-24-2009

Marion
County of Residence

[Handwritten Signature]
Notary Public
Michele A. Collins
Print or type name



Order #17 Agenda #22 (cont'd)

APPENDIX "A"**Services by the CONSULTANT**

The CONSULTANT shall provide right-of-way services as follows:

A. Project Management of Land Acquisition Services

1. The CONSULTANT shall be responsible for administering, scheduling, and coordinating all activities necessary to certify that right-of-way has been acquired and that the project is clear for construction letting. This responsibility shall include:
 - a. Meetings, conferences, and communications with property owners, relocatees, attorneys, engineers, appraisers, buyers, LPA, Indiana Department of Transportation (INDOT), and Federal Highway Administration (FHWA).
 - b. Coordination of revisions to construction plans, right-of-way plans, plats, legal descriptions, and right-of-way stake-outs that may be required
2. These right-of-way services include all reasonable services as required to secure all parcels based on the approved engineering design or to recommend to the LPA that condemnation proceedings be filed.
3. The CONSULTANT shall make arrangements for delivery of payment to each property owner and/or relocatee.

B. Appraising Services

1. The CONSULTANT is to perform real estate appraisals and prepare appraisal reports in accordance with "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website).
2. The CONSULTANT agrees to furnish INDOT and the LPA all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished INDOT and the LPA.
3. The Appraiser agrees to furnish appraisals in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.
4. The appraisal will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" and/or conferences between the parties.

Appendix "A"

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5. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by INDOT or the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by INDOT or the LPA, the CONSULTANT shall inform INDOT and the LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.
6. The CONSULTANT agrees to updating reports at the request of the LPA and/or testify on behalf of the LPA, on any parcels should he/she be required to do so by the LPA.

C. Review Appraising Services

1. The CONSULTANT is required to have the review appraisal done independently from the appraisal and by a firm other than the one providing the initial appraisals.
2. The CONSULTANT agrees to furnish INDOT and the LPA all comparables used in the report, attached to each report and an electronic file (Compact Disc media) of the comparables, consisting of sufficient sales data in the vicinity of the project and of such recent date that a pattern of values may be established. Each comparable property is to be identified by photograph and shall be located on electronic map attached to each report that is to be furnished INDOT and the LPA.
3. The CONSULTANT agrees to furnish reviews in an original plus three copies and one copy on green paper for disbursement to the parcel owner if there is a building in the acquisition or an original plus two copies and one copy on green paper for disbursement to the parcel owner if no building is acquired.
4. The CONSULTANT agrees to make the Review Appraisal Report/Appraisal Problem Analysis Report of each and every parcel.
5. The Review Appraisal Report/Appraisal Problem Analysis Report will conform to statutory and judicial determinations regarding non-compensable items as set forth and discussed in "The INDOT Appraisal Manual" (.pdf file format is available on the INDOT website) and/or conferences between the parties.
6. While the plans, aerial mosaics, title information, survey, parcel plats, and calculation sheets have been made with reasonable care, there is no expressed or implied guaranty that conditions so indicated are entirely representative of those actually existing, or that unlooked-for developments will not occur. The CONSULTANT is required to examine carefully all such data and satisfy itself as to the actual conditions. In case of any obvious discrepancy between the information furnished by INDOT or the LPA and the actual conditions of the locality, or in case of errors or omissions in said information supplied by INDOT or the LPA, the CONSULTANT shall inform INDOT and the LPA, in writing, of any such defect, error or omission which cannot be resolved without altering the design.

Appendix "A"

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IN20080531

Order #17 Agenda #22 (cont'd)

7. The CONSULTANT agrees to updating reports at the request of the LPA and/or testifying in court on behalf of the LPA, on any parcels should he/she be required to do so by the LPA.

D. Buying Services

1. The CONSULTANT shall acquire parcels of real estate for the assigned project. The CONSULTANT shall make every reasonable effort to acquire parcels expeditiously.
2. The CONSULTANT shall make a prompt offer to acquire each parcel for the full amount, which has been established and approved by the LPA and INDOT as just compensation for the acquisition. The offer shall be made in a Uniform Land and Easement Acquisition Offer letter which shall be given to each parcel owner in person or sent by certified mail with return receipt requested. The CONSULTANT shall also provide the parcel owner a copy of the appraisal (the appraisal copy furnished to the owner shall only be on light green paper) written statement explaining the basis for the amount that has been established. In accomplishing the above, the CONSULTANT shall do the following:
 - a. Make all reasonable efforts to personally contact each owner or his designated representative, explain the acquisition, and offer in writing the approved estimate of just compensation. When all efforts to make personal contact have failed or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - b. No later than the first contact where the offer is discussed, the CONSULTANT shall give the owner a brochure describing the land acquisition process and the owner's rights, privileges and obligations.
3. The owner of improvements located on lands being acquired for right-of-way should be offered the option of retaining those improvements at a retention value determined by the CONSULTANT and approved by INDOT.
4. A revised offer and summary statement of just compensation shall be provided the owner if:
 - a. The extent of the taking is revised, or
 - b. The approved estimate of just compensation is revised by the Review Appraiser.
5. The CONSULTANT shall maintain adequate records to include a report for each parcel containing but not limited to:
 - a. The date and place of contact
 - b. The parties of interest contacted
 - c. The offer made
 - d. The counter offer or reasons offer was not accepted

Appendix "A"

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- e. The signature of the CONSULTANT, date, and initialed by the person contacted
6. The property owner must be given a copy of the report on each contact.
7. The CONSULTANT further agrees the parcel(s) shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24, dated March 2, 1989, and all attachments and amendments thereto. Said Title CFR Part 24, attachments, and amendments are incorporated into this Agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques in purchase of real estate in accordance with existing State Laws, the "Buying Section Policy and Procedures Manual", this "Appendix "A," and any necessary interpretation of these furnished by INDOT. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.
8. When attempts to buy are successful, a signed statement is to be prepared by the CONSULTANT to the effect that:
 - a. The written agreement secured, embodies all considerations agreed to by the property owner;
 - b. The CONSULTANT has no direct or indirect, present or contemplated future personal interest in the property or in any monetary benefit from the acquisition of the property; and
 - c. The agreement was reached without coercion of any type
9. When attempts to buy are unsuccessful, the CONSULTANT shall record its recommendation for action and submit it to INDOT and the LPA.
 - a. The recommendation shall consider administrative settlement, including the amount of settlement and reasons for a settlement.
 - b. Otherwise, a condemnation report shall be filled out and submitted with the completed file.
10. The CONSULTANT shall provide an updated title and encumbrance report upon submission of any secured parcel, where the final offer amount is \$25,000 or more. In the event any parcel is submitted for condemnation, the CONSULTANT will also provide an updated title and encumbrance report.

E. Relocation Services

1. The CONSULTANT shall make every reasonable effort to expeditiously complete relocation activities for assigned parcel(s).
2. The CONSULTANT shall make prompt contact with the relocatee to explain all relocation entitlements for which the relocatee is eligible. In accomplishing the above, the CONSULTANT shall do the following.

Appendix "A"

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Order #17 Agenda #22 (cont'd)

- a. Make all reasonable efforts to personally contact each owner or his designated representative and explain all relocation entitlements. When all efforts to make personal contact have failed, or in the event the property owner resides out of state, the owner may be contacted by certified or registered first class mail or other means appropriate to the situation.
 - b. No later than the first contact when the relocation entitlements are discussed, the CONSULTANT shall give the owner a brochure describing the relocation process and the owner's rights, privileges, and obligations.
3. The CONSULTANT shall maintain adequate records for each parcel containing, but not limited to:
- a. The date, time, and place of contact
 - b. The parties of interest contacted
 - c. A list of the relocation entitlements explained
 - d. The signature of the CONSULTANT and the person contacted on all applicable relocation forms. If the person contacted refuses to sign, this must be noted on all applicable forms.
4. The CONSULTANT further agrees the parcel(s) shall be sufficiently documented to meet the minimum standards set out in Title 49 CFR Part 24 and all attachments and amendments thereto. Said Title CFR Part 24 attachments and amendments are incorporated into this agreement by reference and made a part hereto. The CONSULTANT further agrees to follow accepted principles and techniques of the relocation process in accordance with existing state laws, the "Relocation Policy and Procedures Manual," this Appendix "A," and any necessary interpretation of these furnished by INDOT. Any parcel that does not meet such requirements shall be further documented without additional compensation to the CONSULTANT.

APPENDIX "B"**Information and Services to be Provided by the LOCAL PUBLIC AGENCY**

The LPA shall furnish the CONSULTANT with the following.

- A. Guarantee of access to and all provisions for the CONSULTANT to enter upon public and private lands as required for the CONSULTANT to perform the work under this agreement
- B. Acquisition instruments that have been prepared or approved by the LPA's legal counsel for each parcel
- C. Lease agreements prepared by or approved by the LPA's attorney
- D. Legal counsel or LPA-designated employee to hear and make judgment on relocation appeals
- E. Legal counsel for condemnation proceedings and for legal services in connection with the project
- F. The money for all payments due property owner and/or the relocatee

Order #17 Agenda #22 (cont'd)

APPENDIX "C"**Schedule**

- A. For the purposes of contract control the work shall be submitted by the CONSULTANT to the LPA for review and approval within the following approximate time periods.
1. Appraisals and documentation
Within 90 days after the notice to proceed with the appraisals
 2. Review Appraisals and documentation
Within 30 days after receipt of each appraisal from the Appraiser
 3. Buying and documentation
Within 60 days after receipt of notice to proceed with buying on each parcel
 4. Relocation and documentation
All structures will be vacated and relocations completed within 120 calendar days after receipt of notice to proceed with relocation assistance.

APPENDIX "D"**Compensation**

- A. Amount of compensation
1. The CONSULTANT shall receive payment for the work performed under this Agreement based on the actual units of work performed. The total fee shall not exceed \$1,499,988 unless a Supplemental Agreement is approved in writing by the LPA and INDOT.
 2. The CONSULTANT will be paid for the services performed under Appendix "A" of this Agreement on a unit price basis in accordance with the schedule in Exhibit 1.
- B. Method of payment
1. The CONSULTANT shall submit invoices to the LPA not more often than once per month during the progress of the work, for payment on account of the services completed.
 2. For services performed under Appendix "A," and upon completion of the respective services and their acceptance by the LPA, the LPA agrees to pay the CONSULTANT the fees established. No partial payments shall be made on a per-parcel fee.

Order #18 Agenda #23

In the Matter of L C Highway – Design Engineering Agreement with North-West Engineering Company, Inc. and the Board of Commissioners, County of Lake for the Replacement of Lake County Bridge #411, Blain Street over Beaver Dam Ditch in an amount not to exceed \$123,400.00.

DuPey made a motion, seconded by Scheub, to approve the L C Highway – Design Engineering Agreement with North-West Engineering Company, Inc. and the Board of Commissioners, County of Lake for the Replacement of Lake County Bridge #411, Blain Street over Beaver Dam Ditch in an amount not to exceed \$123,400.00. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #19 Agenda #25

In the Matter of L C Sheriff – Consulting Contract with Fresh Start Counseling Services and the Board of Commissioners, County of Lake for the year 2009 in an amount not to exceed \$84,000.00 payable at the of \$7,000.00 per month.

DuPey made a motion, seconded by Scheub, to support the Contract between L.C. Sheriff and Fresh Start Counseling Services for the year 2009 in an amount not to exceed \$84,000.00 payable at the of \$7,000.00 per month. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #20 Agenda #26

In the Matter of L C Sheriff – Consulting Contract with Midwest Business Economic Research, LLC and the Board of Commissioners, County of Lake for Grant Research to assist in obtaining Grants for the year 2009 in an amount not to exceed \$18,000.00 payable at the of \$1,500.00 per month.

DuPey made a motion, seconded by Scheub, to support the Consulting Contract between L.C. Sheriff and Midwest Business Economic Research, LLC for Grant Research to assist in obtaining Grants for the year 2009 in an amount not to exceed \$18,000.00 payable at the of \$1,500.00 per month. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #21 Agenda #27

In the Matter of L C Sheriff – Consulting Contract with Morning Bishop Theatre Playhouse, Inc. and the Board of Commissioners, County of Lake to provide female inmates with an expressive outlet for the year 2009 in an amount not to exceed \$5,250.00 payable monthly in an amount not to exceed \$125.00 per week.

Scheub made a motion, seconded by DuPey, to approve the Consulting Contract between L.C. Sheriff and Morning Bishop Theatre Playhouse, Inc. to provide female inmates with an expressive outlet for the year 2009 in an amount not to exceed \$5,250.00 payable monthly in an amount not to exceed \$125.00 per week. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #22 Agenda #28

In the Matter of L C Sheriff – Consulting Contract with Calumet College and the Board of Commissioners, County of Lake to assist with planning, assessment and implementation of SPF-SIG Grant for the period of March 1, 2009 to July 31, 2009 in an amount not to exceed \$23,250.00.

DuPey made a motion, seconded by Scheub, to support the Consulting Contract between L.C. Sheriff and Calumet College to assist with planning, assessment and implementation of SPF-SIG Grant for the period of March 1, 2009 to July 31, 2009 in an amount not to exceed \$23,250.00. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #23 Agenda #29

In the Matter of L C Surveyor – Contract with DLZ Indiana, LLC with Frank D. Stewart as their designee assigned by DLZ Indiana, LLC for Assistant Deputy Surveyor Services for the year 2009.

Scheub made a motion, seconded by DuPey, to approve the Contract between L.C. Sheriff and DLZ Indiana, LLC with Frank D. Stewart as their designee assigned by DLZ Indiana, LLC for Assistant Deputy Surveyor Services for the year 2009. Motion passed 3-0.

Order #23 Agenda #29 (cont'd)

CONTRACT

THIS AGREEMENT, entered into this 18th day of February, 2009, effective from January 1, 2009 to December 31, 2009 by and between DLZ INDIANA, LLC with FRANK D. STEWART AS THEIR DESIGNEE ASSIGNED BY DLZ INDIANA, LLC, (hereinafter called "Assistant Deputy Surveyor") and the BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE on behalf of THE LAKE COUNTY SURVEYOR (hereinafter called the "County").

WITNESSETH THAT:

NOW THEREFORE, the parties hereto mutually agree as follows:

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

ASSISTANT DEPUTY SURVEYOR FOR THE LAKE COUNTY SURVEYOR'S OFFICE

- A. Assistant Deputy Surveyor shall advise and represent the following office, their members and their employees in any situation arising out of the performance of their duties or within the scope of their employment to include, but not limited to attendance at meetings:

LAKE COUNTY SURVEYOR'S OFFICE

- B. Assistant Deputy Surveyor shall devote such hours as are necessary to perform the service listed above.
- C. Assistant Deputy Surveyor shall exercise independent judgment to act in the best interest of the party represented.
- D. Assistant Deputy Surveyor reports directly to the Lake County Surveyor and/or the Drainage and Surveying Administrator.
- E. Assistant Deputy Surveyor shall be an Indiana registered Land Surveyor and/or professional Civil Engineer and may perform those duties outlined in the County Subdivision and Planning Ordinances, the County Drainage Statute (IC 36-9-27-1 et.seq.), the County Surveyor Statute (IC 36-2-12-1 et.seq.), and other applicable State and Local Statutes, Ordinances and Resolutions, and Regulations which require acts performed by a Registered Engineer or Registered Surveyor in conformance with IC 25-21.5, which include but are not limited to the following:
 1. Review subdivision plans and other plans and specifications designated under County Ordinance or State Statute relating to storm

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water Drainage management.

2. Review petitions, plans and specifications coming before the Lake County Drainage Board relating to the effects of projects on regulated drains.
3. Review petitions, plans and specifications submitted by the Deputy Surveyor.
- F. When a situation arises where the Deputy Surveyor is temporarily unable to fulfill his/her duties, the Assistant Deputy Surveyor may on a case by case basis fulfill that duty.
3. **Time of Performance.** The services to be performed hereunder by the Assistant Deputy Surveyor shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.
4. **Compensation.** The County agrees to pay the Assistant Deputy Surveyor a sum as defined hereunder for all services required herein. Assistant Deputy Surveyor agrees to complete the project and all services provided herein for an amount not to exceed the rates and amounts herein.
 - A. The rate to be paid for services rendered hereunder shall be at the rates and amounts outlined in the attached letter, which is incorporated herein.
5. **Changes.** The County may, from time to time, require changes in the scope of the services of the Assistant Deputy Surveyor to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Assistant Deputy Surveyor, shall be incorporated in a written amendment to this agreement.
6. **Termination of Agreement for Cause.** The County shall have the right to terminate this agreement, with or without cause, by giving written notice to the Assistant Deputy Surveyor of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination. In addition, the Assistant Deputy Surveyor may, for any cause, also terminate this agreement by giving written notice to the Lake County Surveyor of such termination and specifying the effective date thereof, at least Thirty (30) days before the effective date of such termination.
7. **Accomplishment of Project.** The Assistant Deputy Surveyor shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws.
8. **Provisions concerning Certain Waivers.** Subject to applicable law, any right or remedy which the County may have under this contract may be

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Order #23 Agenda #29 (cont'd)

waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

9. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this shall be disregarded in construing or interpreting any of the provisions of this contract.
10. **Completeness of Contract.** This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and not other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any parties hereto.

In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filings and recordation.
11. **County not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Assistant Deputy Surveyor.
12. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payment to the Assistant Deputy Surveyor constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Assistant Deputy Surveyor, and the making of any such payment by the County while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.
13. **Equal Opportunity and Affirmative Action.** The Assistant Deputy Surveyor agrees by the execution of this contract that in regards to its operations:
 - A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and the Assistant Deputy Surveyor 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 and any amendments, modifications, updates or changes

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related thereto, 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 shall be considered a material breach of this contract and the County may pursue any 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 Assistant Deputy Surveyor and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Assistant Deputy Surveyor by this agreement.
14. **Miscellaneous Provisions.**
 - A. This agreement represents the entire understanding between the parties, and modifications of this agreement shall not be effective unless reduced to writing and signed by both parties. In the event any portion or portions of this agreement are found to be void and voidable portions, these portions shall be stricken and the remaining portions enforced;
 - B. The source of funds for payment under this Contract is the Lake County Surveyor's office approved budget and more specifically the line items therein for the payment of these services. By execution of this contract the County is not agreeing to use funds other than the funds in the budget for the purposes enumerated herein. The sources is restricted to these funds which have been appropriated for this purpose by the Lake County Council and approved by the State Board of Tax Commissioners.
15. **Notice.** Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below.

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

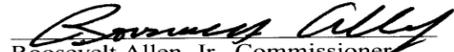
FRANK STEWART, PE,
DLZ INDIANA, LLC
7011 INDIANAPOLIS BLVD
HAMMOND, IN 46324
219-845-1750

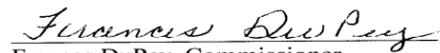
IN WITNESS WHEREOF, the County and the Assistant Deputy Surveyor have executed this agreement as of the date first written above.

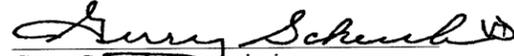
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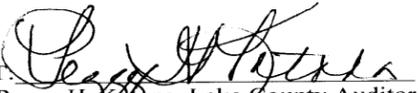
Order #23 Agenda #29 (cont'd)

THE BOARD OF COMMISSIONERS
OF THE COUNTY OF LAKE


Roosevelt Allen, Jr., Commissioner


Frances DuPey, Commissioner


Gerry Scheub, Commissioner

ATTEST: 
Peggy H. Kenna, Lake County Auditor

Assistant Deputy Surveyor


Robert P. Kirkley, PE, DLZ Indiana, LLC


Frank D. Stewart, PE, DLZ Indiana, LLC

George Van Til, Lake County
Surveyor

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Order #24 Agenda #30

In the Matter of L C Assessor – Request for extension of Business Personal Property Audit Services Contract with Tax Management Associates, Incorporated for the period of January 1, 2009 to December 31, 2010 at the same rate.

Scheub made a motion, seconded by DuPey, to approve the Business Personal Property Audit Services Contract Extension between L.C. Assessor and Tax Management Associates, Incorporated for the period of January 1, 2009 to December 31, 2010 at the same rate, original contract dated 6/20/2007. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

ADD Order #25 Agenda #49C

In the Matter of L C Board of Commissioners – Sheriff's Occupation of 2nd Floor Westwind Manor Building.

Upon discussion, Scheub made a motion, seconded by DuPey, to table this matter, in regards to the Sheriff's Occupation of the 2nd Floor Westwind Manor Building, for further review and consideration. Motion passed 3-0.

ADD Order #26 Agenda #49F

In the Matter of L C Board of Commissioners – Crowe Horwath, LLP – Internal Investigation – Lake County Sheriff's Department Contract with Southlake Community Mental Health Center – Phase III.

Scheub made a motion, seconded by DuPey, to approve the Contract with Crowe Horwath, LLP for an Internal Investigation of the Lake County Sheriff's Department Contract with Southlake Community Mental Health Center – Phase III. Motion passed 3-0.

ADD Order #26 Agenda #49F (cont'd)



70 West Madison Street, Suite 700
Chicago, Illinois 60602-4903
Tel 312.899.7000
Fax 312.899.5300
www.crowehorwath.com

February 12, 2009

Mr. John M. Kopack, Esquire
Attorney at Law
9111 Broadway, Suite GG
PO Box 10607
Merrillville, IN 46411

Re: Internal Investigation - Lake County Sheriff's Department Contract with SouthLake Community Mental Health Center - Phase III

Dear Mr. Kopack:

This letter sets forth our understanding of the consulting services requested by you to be provided by Crowe Horwath LLP ("Crowe Horwath") to you, as counsel for the Lake County Sheriff ("Sheriff" or "your client") in the above-referenced matter.

SERVICES

We understand that our consulting services are an extension of the services performed under the terms of our engagement letter dated April 7, 2008, (Phase II) and are confined to an analysis of certain business and financial records located at the Lake County Jail or otherwise provided to us for review, related to services provided by SouthLake Community Mental Health Center ("SouthLake") to the Lake County Jail and Sheriff's Department. We plan to interview selected members of SouthLake's medical staff and the Sheriff's Office as well as former SouthLake and Sheriff's Department employees who agree to speak with us. We are also prepared to interview other persons identified, by you or by us, who may be familiar with the services described and the conditions surrounding the Sheriff's contract for services with SouthLake. We also will review electronic data made available to us related to SouthLake's Health Care Plan and/or the contract.

We will advise you as soon as possible if additional documents are necessary in order to complete our analysis. Thereafter, we are available to assist with an evaluation of additional documents submitted to us and perform additional calculations. We will provide advice as requested on business and financial matters within our expertise and expert witness testimony,

John M. Kopack, Esquire
February 12, 2009
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if requested. However, until you so request and we accept, the services will be those of a consultant and not a testifying expert.

PRIVILEGE APPLICABLE

We will follow your written direction with respect to preserving confidentiality and work product privilege. However, it shall be your responsibility to defend any claims of privilege or confidentiality related to our work. Any applicable laws or legal principles, which should be considered by us in performing our analysis or developing a methodology to support our opinion, should be brought to our attention.

CONFLICTS OF INTEREST

Based upon an understanding of the parties to this matter, as you disclosed to us, we have completed an initial review of our files for evidence of conflicts of interest. We are unaware that any exist. If a potential conflict arises, we will bring this to your attention in writing as soon as possible.

We are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, provided that the engagement is not 1) adverse to your client and 2) substantially related to the subject matter of services we have provided to you and will not require disclosure of any of your client's confidential information. This advance waiver of conflicts includes controversies in which we may be engaged by a client who is adverse to you or another member of your firm or your other clients.

WORKPAPERS AND WORK PRODUCT

Please note that it is our practice to retain e-mails, written drafts of reports or other correspondence between Crowe Horwath, you, your client and/or any third party working with you in connection with this case. We also retain meeting notes and workpapers. However, some versions of documents may be overwritten and not maintained in original form.

All workpapers or other documents used by us during the course of this engagement will be maintained in segregated files. At the end of the engagement, you will have several options related to the documents or copies of documents that we do not need to retain in our files: (a) have us return all such documents to you; (b) authorize us to destroy them, or (c) direct us to store all or selected workpapers or documents, in which case your client will pay for storage. At the end of the engagement, please contact us regarding your desired disposition of documents. We reserve the right to destroy or delete the documents if there are no instructions from you within ninety (90) days of the completion of our assignment. If you want us to adopt a different policy or practice with respect to retention of documents please advise me in writing.

ADD Order #26 Agenda #49F (cont'd)

John M. Kopack, Esquire
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PROFESSIONAL STAFF

Our work in connection with this matter will be directed by Melinda Haag, an executive in the Crowe's Performance practice, and Emlyn Neuman-Javornik, an executive in Crowe's Forensic Services practice. They will be assisted by additional professional staff and industry experts, as required. Quality Assurance Executives will review any reports issued during the engagement.

FEES

Fees for the services described above, which are adjusted at least annually, are based on the amount of time expended by our personnel at hourly rates for this type of work plus reasonable expenses as incurred. Travel time between the hours of 8:00 a.m. and 6:00 p.m. will be billed at standard rates. We will work with the Sheriff's Office to ensure that Phase III is completed in a timely, cost-effective manner. We will communicate our interim progress and findings to you. Total billable fees and expenses will not exceed \$60,000 prior to obtaining specific written approval from you.

Our billings for services requested and out-of-pocket expenses incurred will be submitted to you monthly or more frequently as litigation matters dictate, and are due and payable on receipt. Our fees are not contingent for any reason, including the outcome of arbitration or litigation or our approval as experts or acceptance of our testimony by the Court.

We will present our invoices in summary fashion, supported by details of time and expense activity. Services will be suspended until payment is received on invoices not paid timely. All invoiced fees must be paid prior to our issuance of reports or rendering of testimony.

LIMITATION OF LIABILITY

The Lake County Sheriff's Department agrees to indemnify and hold Crowe Horwath, its Executives and employees harmless from all claims, including any third party claims or other liabilities, costs and expenses (including reasonable attorneys fees) incurred by reason of any action taken or omitted by us in good faith arising out of this engagement, except for matters judicially determined to be caused by the gross negligence or bad faith of Crowe Horwath. In no event will Crowe Horwath be liable for more than actual damages, or for punitive, multiple, enhanced, incidental or consequential damages, even if we have been advised of the possibility of such damages. In any event, any liability of Crowe Horwath or its partners or employees shall be limited to no more than the fees paid Crowe Horwath for this engagement.

Any dispute arising under this agreement or relating to the services performed or to be performed by Crowe Horwath, including, but not limited to, disputes as to fees, the scope of the engagement, or professional malpractice, will be first submitted for non-binding mediation or alternative dispute resolution before litigation is filed.

John M. Kopack, Esquire
February 12, 2009
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RESPONSE TO LEGAL PROCESS

If Crowe Horwath is requested by subpoena, other legal process, or other proceedings to produce documents pertaining to you, or to testify, you will reimburse Crowe Horwath for its professional time, plus out-of-pocket expenses, as well as reasonable attorneys' fees incurred in responding to such request.

You agree to promptly notify us in the event of a motion to exclude the testimony (such as a *motion in limine* or Daubert motion) of the Crowe Horwath executive providing expert testimony is filed by opposing counsel. You further agree that the filing of such a motion will have no effect upon the limitation of liability and indemnification set forth in the above paragraph.

CHOICE OF LAWS AND FORUM AND JURY WAIVER

This agreement shall be governed by the internal laws of the State of Illinois and any lawsuit filed with respect to this agreement or engagement shall be filed in the Circuit Court of Cook County, Illinois or the U.S. District Court for the Northern District of Illinois, Eastern Division. The parties agree to waive a jury in the event of litigation.

AFFILIATION WITH HORWATH INTERNATIONAL

Crowe Horwath LLP is a member of Horwath International Association, a Swiss association (Horwath). Each member firm of Horwath is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Horwath or any other member of Horwath and specifically disclaim any and all responsibility or liability for acts or omissions of Horwath or any other member of Horwath. Horwath does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Horwath and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

* * * * *

The above specifies the services we will perform and the terms of our engagement. If at any time you have concerns regarding our services, please communicate with Marilee Hopkins, Executive in Charge of the Forensic Group, marilee.hopkins@crowehorwath.com or 312-899-7010.

ADD Order #26 Agenda #49F (cont'd)

John M. Kopack, Esquire
February 12, 2009
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Please acknowledge your agreement with the terms of this letter by signing and dating the enclosed original in the space provided. We understand that Lake County Sheriff's Department will be responsible for the payment of our fees and that you and your client have indemnified us as described above. Accordingly, please have your client acknowledge our engagement by signing and dating the letter as well. Please return a signed original of this letter for our files.

We appreciate the opportunity to work with you on this important engagement.

Very truly yours,

Crowe Horwath LLP

By: Mari C. Reidy

Mari C. Reidy
Executive

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances DePree
Harry Schuch
Rogelio Dominguez
APPROVED THIS 18 DAY OF February 2009

APPROVED AND ACCEPTED:

Approved by: _____
John M. Kopack, Esquire

Date: _____

Accepted by: _____
Rogelio Dominguez
Lake County Sheriff

Date: _____

02/17/2009 TUE 10:32 FAX 2192269061 gcpa-litigation

001/001

Feb 17 2009 4:11PM HP LASERJET FAX
FEB-12-2009 09:16 FROM:

p. 2

ID: 912196486138 P. 006/006

John M. Kopack, Esquire
February 12, 2009
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Please acknowledge your agreement with the terms of this letter by signing and dating the enclosed original in the space provided. We understand that Lake County Sheriff's Department will be responsible for the payment of our fees and that you and your client have indemnified us as described above. Accordingly, please have your client acknowledge our engagement by signing and dating the letter as well. Please return a signed original of this letter for our files.

We appreciate the opportunity to work with you on this important engagement.

Very truly yours,

Crowe Horwath LLP

By: Mari C. Reidy

Mari C. Reidy
Executive

APPROVED AND ACCEPTED:

Approved by: John M. Kopack
John M. Kopack, Esquire

Date: February 17, 2009

Accepted by: _____
Rogelio Dominguez
Lake County Sheriff

Date: _____

*duplicate page 5 represents the signature of John M. Kopack, Esquire Dated February 17, 2009.

Order #27 Agenda #31

In the Matter of L C Auditor – Consulting Contract with James L. Wieser for Attorney Services for the year 2009 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour for attorney services and \$45.00 per hour for law clerk services.

Scheub made a motion, seconded by DuPey, to approve the Contract between L.C. Auditor and James L. Wieser for Attorney Services for the year 2009 in an amount not to exceed \$30,000.00 at the rate of \$90.00 per hour for attorney services and \$45.00 per hour for law clerk services, same as 2008. Motion passed 3-0.

Order #28 Agenda #32

In the Matter of L C Co-Op Extension – Lease with Merrillville Ameriplex ILP entered into on September 13, 2006 for period of January 1, 2007 to December 31, 2016 is under new ownership with WMA Properties, LLC. The terms and dollar amounts as outline in the original lease remain the same.

Scheub made a motion, seconded by DuPey, to approve the Lease between L.C. Co-op Extension and WMA Properties, LLC under the same terms and conditions as the original contract entered into with, former owner, Merrillville Ameriplex ILP on September 13, 2006 for period of January 1, 2007 to December 31, 2016. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #29 Agenda #34

In the Matter of SPECIFICATIONS: L C Fairgrounds – Construction of Three (3) more or less new handicap accessible fishing piers at Fancher Lake.

Scheub made a motion, seconded by DuPey, to approve the L.C. Fairgrounds specifications for the Construction of Three (3) more or less new handicap accessible fishing piers at Fancher Lake and ordered same for the return of bids by Wednesday, March 18, 2009 by 9:30 am. Motion passed 3-0.

Order #30 Agenda #35

In the Matter of L C Data Processing – Agreement with Experian QAS, Inc. for address verification software for the Lake County Treasurer's Office.

Scheub made a motion, seconded by DuPey, to approve the Agreement between L.C. Data Processing and Experian QAS, Inc. for address verification software for the Lake County Treasurer's Office, which is a one time purchase amount of \$22,500.00. Motion passed 3-0.

Order #31 Agenda #36

In the Matter of L C Data Processing – Contract with Next Generation Solutions, Ltd. for the development and support of the E-Citation Interface Software in the amount of \$52,380.00.

Scheub made a motion, seconded by DuPey, to approve the Contract between L.C. Data Processing and Next Generation Solutions, Ltd. for the development and support of the E-Citation Interface Software in the amount of \$52,380.00. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #32 Agenda #37

In the Matter of L C Data Processing – Contract with AT&T for two DS1 circuits to South Bend, Indiana and Lombard, Illinois for the redundant computer site for Lake County.

DuPey made a motion, seconded by Scheub, to approve the Service Contract between L.C. Data Processing and AT&T for two DS1 circuits to South Bend, Indiana and Lombard, Illinois for the redundant computer site for Lake County, having a yearly cost of \$12,000.00.
(SEE FILE FOR COPY OF ORIGINAL)

Order #33 Agenda #38

In the Matter of L C Data Processing – Service Agreement with Collier Computing Company, Inc. for software, hardware and telephone support on the sun system for the year 2009 in the amount of \$22,209.34.

DuPey made a motion, seconded by Scheub, to approve the Service Agreement between L.C. Data Processing and Collier Computing Company, Inc. for software, hardware and telephone support on the sun system for the year 2009 in the amount of \$22,209.34.
(SEE FILE FOR COPY OF ORIGINAL)

Order #34 Agenda #39

In the Matter of L C Data Processing – Maintenance Agreement with Spillman Technologies, Inc. for maintenance of the Lake County Sheriff's Spillman Law Enforce System for the year 2009 in the amount of \$132,456.00 per year, payable quarterly in the amount of \$33,114.00.

Scheub made a motion, seconded by DuPey, to approve the Maintenance Agreement between L.C. Data Processing and Spillman Technologies, Inc. for maintenance of the Lake County Sheriff's Spillman Law Enforce System for the year 2009 in the amount of \$132,456.00 per year, payable quarterly in the amount of \$33,114.00. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

ADD Order #35 Agenda #39A

In the Matter of Request for Performance Bond Release in the amount of \$595,750.00 for Grouse Point Phase 2 and Maintenance Bond Release in the amount of \$66,506.00 for Grouse Point Phase I.

Scheub made a motion, seconded by DuPey, to defer this item until the request has gone through the Town of St. John, due to an annexation. Motion passed 3-0.

Order #36 Agenda #40A

In the Matter of Property sales: Auction.

Scheub made a motion, seconded by Allen, to advertise for an auction to be held at the next Commissioners Meeting for Approximately 5 acres of old Laidlaw Property that is currently under the control of the Board of Commissioners of the County of Lake, minimum bid \$36,000.00. Motion passed 2-1, DuPey against.

Order #37 Agenda #41A

In the Matter of E-9-1-1: NENA Conference Indianapolis/Fort Worth.

Scheub made a motion to approve. Scheub withdraws motion.

DuPey made a motion, seconded by Scheub, to approve the NENA Conference in Indianapolis only. Motion passed 3-0.

DuPey made a motion, seconded by Scheub, to reconsider the previous motion.

Scheub made a motion, seconded by DuPey, to approve both NENA Conferences' in Indianapolis, IN and in Fort Worth, TX, to be paid out of 9-1-1 fund. Motion passed 3-0.

Order #38 Agenda #41B

In the Matter of E-9-1-1: McShane's, Inc. Invoice No. 9830-0 dated 02/05/09 in the amount of \$4,515.95.

Scheub made a motion, seconded by DuPey, to approve the McShane's, Inc. Invoice No. 9830-0 dated 02/05/09 in the amount of \$4,515.95, for furniture in the office space where Jeff Cicilian will occupy, which is the old Bar Association Office in the Lake County Government Center, 3rd Floor, Building A. Motion passed 3-0.

Order #39 Agenda #42

In the Matter of BIDS: Property and Casualty Insurance for the year 2009.

This being the day, time, and place for the receiving of bids for Property and Casualty Insurance for the year 2009 for the Board of Commissioners, the following bids were received:

Paul Onest	\$172,500.00
Anton Insurance Agency, Inc.	\$171,342.00 paid in full \$186,969.00
Manta & Hurst Associates	\$183,362.00
Peggy Armstrong	\$156,000.00
Arthur J. Gallagher Risk Management Services, Inc.	\$159,927.00

Scheub made a motion, seconded by DuPey, to take the above under advisement to be reviewed by L.C. Council President, Larry Blanchard. Motion passed 3-0.

Order #40 Agenda #43

In the Matter of L C Board of Commissioners – Proposal from Johnson Controls, Inc. for Fire Alarm Enhancements at the Lake County Jail in the amount of \$79,600.00, Option 1 \$15,600.00.

Scheub made a motion, seconded by DuPey, to approve upon condition being that if Jim Bennett gets the funding to accept the Proposal from Johnson Controls, Inc. for Fire Alarm Enhancements at the Lake County Jail in the amount of \$79,600.00, Option 1 \$15,600.00. Motion passed 3-0.

Order #41 Agenda #45

In the Matter of Board of Commissioners Consulting Services Agreement with Shared Resource Solutions, Inc. for assistance with Human resource issues for the period of March 1, 2009 to February 28, 2010 in an amount not to exceed \$42,000.00. In addition in the event the consultant is called to testify or is subpoenaed to court, the consultant shall be paid at a rate of \$80.00 per hour in addition to the regular fee noted above.

Scheub made a motion, seconded by DuPey, to approve the Consulting Services Agreement between the L.C. Board of Commissioners and Shared Resource Solutions, Inc. for assistance with Human resource issues for the period of March 1, 2009 to February 28, 2010 in an amount not to exceed \$42,000.00 and ordered same to eliminate the addition to the Agreement that in the event the consultant is called to testify or is subpoenaed to court, the consultant shall be paid at a rate of \$80.00 per hour in addition to the regular fee noted above. Motion passed 3-0.

Order #41 Agenda #45 (cont'd)

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made as of this 18th day of ~~February~~ 2009, by and between the Lake County Board of Commissioners ("Lake County"), representing county government under the laws of the State of Indiana, and Shared Resource Solutions, Inc. ("Shared Resource"), an Indiana corporation maintaining its headquarters in Hammond, Indiana.

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

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

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

1. Nature and Scope of Services:

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

2. Timing of Performance:

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

3. Compensation:

3.1 Beginning in the first month that Services are performed hereunder, Lake County shall pay the consultant a fee of \$42,000.00 for a twelve month period commencing March 1, 2009 and ending with February 28, 2010.

~~3.2 In the event that the consultant is called to testify or is subpoenaed to court, the consultant shall be paid at a rate of \$80.00 per hour in addition to the regular fee noted in 3.1.~~

4. Primary Contact:

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

5. Relationship of the Parties:

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

6. Warranties and Representations of the Parties:

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

7. Disclaimer:

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

8. Indemnification:

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

9. Confidential Information:

9.1 Shared Resource acknowledges that in connection with its performance of the Services, Shared Resource may have access to certain information and documents, including without limitation, internal memoranda, personnel matters, and confidential conversations, which Shared Resource knows or understands to be proprietary and confidential to Lake County. In addition, Lake County acknowledges that in connection with its receipt of the Services Lake County may have access to methodologies, processes, trade secrets, and other proprietary or confidential information of Shared Resource; provided, however, that the work product resulting from the

Order #41 Agenda #45 (cont'd)

applications contemplated herein of the confidential information of Shared Resource shall be the sole property of Lake County. (Collectively, whether belonging to Lake County or to Shared Resource, "Confidential Information".)

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

10. General Provisions:

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

10.2 Notices.

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

TO SHARED RESOURCE SOLUTIONS, INC:

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

TO LAKE COUNTY:

10.3 Severability. The provisions of this Agreement are severable. If any provision of this Agreement shall be held to be invalid or otherwise unenforceable, in whole or in part, the remainder of the provisions or enforceable parts hereof shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

10.4 Merger of Prior Agreements and Understandings. This Agreement supercedes all prior agreements and understandings between the parties, oral or written. No modification of this Agreement may be made except pursuant to a writing signed by both parties.

10.5 Covenant of Good Faith. The parties hereto each covenant to cooperate and use their best efforts to effect the provisions and intent of this Agreement, and each party agrees to promptly execute, deliver, or receive, as the case may be, all documents, amendments, and other instruments, and to take all actions required by such other party, as are necessary or desirable to carry out the provisions or intent of this Agreement.

11. Governing Law:

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

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

SHARED RESOURCE SOLUTIONS, INC. LAKE COUNTY

Signature [Handwritten Signature]

Thomas Dabertin
Printed Name

President/Managing Partner
Title

Signature [Handwritten Signature]

Printed Name [Handwritten Name]

Title

Order #42 Agenda #46

In the Matter of ABATE Motorcycle Safety Division request for continued use of the Lake County Government Center Parking Lot for motorcycle safety training.

Scheub made a motion, seconded by DuPey, to approve the request of the ABATE Motorcycle Safety Division for the use of the Lake County Government Center Parking Lot for motorcycle safety training. Motion passed 3-0.

ADD Order #43 Agenda #49E

In the Matter of Vacant and Abandoned Properties

Scheub made a motion, seconded by Allen, to approve the definition of Vacant and Abandoned Properties. Motion passed 2-1, DuPey against.

DEFINITION OF VACANT AND ABANDONED

Motion: For purposes of IC 6-1.1-24-1(a)(2),

Vacant and Abandoned Property is:

- 1) Land without improvements (vacant land) which is delinquent two or more years
- 2) Land with improvements that is delinquent three or more years.

Order #44 Agenda #48

In the Matter of Board of Commissioners of the County of Lake Resolution Honoring the Tri-Town Pee-Wee Dance Team Pop Warner National Champions.

Scheub made a motion, seconded by DuPey, to ratify the approval of Board of Commissioners of the County of Lake Resolution Honoring the Tri-Town Pee-Wee Dance Team Pop Warner National Champions. Motion passed 3-0.

ADD Order #45 Agenda #49A

In the Matter of Gary Historical & Cultural Society, Inc. Display in Tribute to National African American History Month.

At this time the Board acknowledges the presence of former Gary City Councilwoman and current CEO of the Gary Historical & Cultural Society, Dharathula H. Millender (Dolly) and staff, Isaac E. Preston II – Research & Tech Associate of the Gary Historical & Cultural Society, and daughter Naomi Millender – Director of Development and Programs of the Gary Historical & Cultural Society.

They come before the Board today as invited guests to give some insight on the detailed Black History Display in the lobby area of the Lake County Government Center prepared by themselves with the help of Mr. Steve Sutton, a long time dedicated teacher at Emerson School for the Visual & Performing Arts of Gary, Indiana. Mrs. Millender thanks the Board for this opportunity.

GARY HISTORICAL & CULTURAL SOCIETY, INC.
Box 64-603, Gary, In. 46401
219-882-6873
Fax—219-883-0146 E-Mail—ghcs @ email.com

Memo to: Commissioner Roosevelt Allen, Jr.
Lake County Commissioner's Office
Lake County Government Center
Crown Point, Indiana

From: Dharathula H. Millender, CEO
Gary Historical & Cultural Society, Inc.

	BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE		
<i>[Signature]</i>	APPROVED	<input checked="" type="checkbox"/>	DENIED
<i>[Signature]</i>	APPROVED	<input checked="" type="checkbox"/>	DENIED
<i>[Signature]</i>	APPROVED	<input checked="" type="checkbox"/>	DENIED

DATE: February 18, 2009

January 27, 2009

As we have discussed several weeks ago, our organization is prepared to present you with a display in tribute to National African American History Month. The exhibit we are preparing for you is being done in partnership with Steve Sutton, long time and dedicated teacher at Emerson School for the Visual & Performing Arts, Gary, Indiana. Mr. Sutton told me that he could use the preparation of this exhibit as a class project. What a wonderful way to teach history.

The exhibit will tribute the African American Congressmen who have served in Congress since the 41st Congress in 1865. The exhibit also will include P.B.S.Pinchback, as you requested, who served as governor of Louisiana for 35 days. He, also, worked in my hometown, Terre Haute, as a porter and barber. I think he was a relative of Gary's Dr. Turner and uncle of Art Hoyle. He was also an elected LOUISIANA STATE SENATOR, PRESIDENT PRO TEMPORE AND ACTING LIEUTENANT GOVERNOR BEFORE HE WAS ELEVATED TO THE LOUISIANA GOVERNMENT IN 1872. THUS, HE BECAME THE FIRST ELECTED AFRICAN AMERICAN LIEUTENANT GOVERNOR OF A U.S.STATE. I am happy you wanted him included in these exhibit materials.

Thank you for allowing us to bring this exhibit to the people who will visit our Lake County Government Center. We appreciate your continuous support of the services of the Gary Historical & Cultural Society, Inc. We are, also, appreciative of the enthusiastic support of Mr. Sutton, who immediately accepted the opportunity to expose his students at Emerson in this project. He will visit your office to check out the area you wish to use. I will prepare a newsletter you can pass out

CC: Interim School Superintendent, Dr. Myrtle Campbell
School Board President, Nellie Moore
Emerson Principals, Noah Riley
Mary Ward
GHCS Board Members

ADD Order #46 Agenda #49B

In the Matter of SPECIFICATIONS: General Construction for Gary Magistrate Court Room 4th Floor.

Scheub made a motion, seconded by DuPey, to approve the specifications for General Construction for Gary Magistrate Court Room 4th Floor at the Gary Courthouse and ordered same for the return of bids by Wednesday, March 18, 2009 by 9:30 am. Motion passed 3-0.

Order #47 Agenda #49

In the Matter of Vendor Qualification Affidavit for Economy Signs, Inc.

DuPey made a motion, seconded by Scheub, to ratify the Vendor Qualification Affidavit for Economy Signs, Inc. for work for the Commissioners Office. Motion passed 3-0.

ADD Order #48 Agenda #49D

In the Matter of Emergency Replacement of Natural Gas Piping to Fix Gas Leak at Paramore.

Upon receiving two bids, one in the amount of \$33,500.00 by Johnson Controls, Scheub made a motion, seconded by DuPey, to approve Johnson Controls, Inc. with \$33,500.00 for the Emergency Replacement of Natural Gas Piping to Fix Gas Leak at Paramore. Motion passed 3-0.

ADD Order #49 Agenda #49G

In the Matter of Board of Commissioners Agreement to provide professional consulting services for Lake County, Indiana with Maximus Consulting Services, Inc.

Scheub made a motion, seconded by DuPey, to approve the Board of Commissioners Agreement to provide professional consulting services for Lake County, Indiana with Maximus Consulting Services, Inc. Motion passed 3-0.

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES
FOR LAKE COUNTY, INDIANA**

THIS AGREEMENT, entered into this 18th day of February, in the year 2009, and effective immediately by and between MAXIMUS Consulting Services Inc. (hereinafter called the "Consultant") and Lake County, Indiana (hereinafter called the "County")
WITNESSETH THAT:

WHEREAS, the County has a need to review and establish the current cost of fees and charges made by various departments throughout the County, and

WHEREAS, the County has a need to have prepared a Central Services Cost Allocation Plan to distribute overhead expenses to all departments throughout the County, and

WHEREAS, the County desires to engage the Consultant to assist in developing a study to accomplish the above objective, and

WHEREAS, the Consultant is staffed with personnel knowledgeable and experienced in the requirements of developing such a revenue producing study for the County, and

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the services referenced in this agreement.

2. **Scope of Services – User Fee Study.** The Consultant shall take and perform all acts necessary, in a professional manner, to prepare a "Cost of Service Study." The Cost of Service Study will determine the total cost of providing services by the County for the following departments:

- Planning Commission
- Health Department
- Sheriff
- Jail
- Animal Control
- Weights & Measure
- Auditor/Surveyor (including mapping & GIS)
- Clerk of Court

This cost formula will include County-wide central services as well as departmental expenses costed down to the appropriate units of measurement. A draft report to the County will be delivered within ninety days of commencement of the engagement, outlining the actual cost of fees and charges throughout the County. A final report shall be submitted to the County within four (4) months of commencement of the engagement.

3. **Scope of Services – Cost Allocation Plan.** The Consultant shall do, perform, and carry out in a good and professional manner the following:

ADD Order #49 Agenda #49G (cont'd)

Development of a central services cost allocation plan, which identifies the various costs incurred by the County to support and administer Federal and State programs. These plans will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plans will be based upon the County's year-end financial data for 2008, 2009, and 2010.

4. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed in such sequence as to assure their expeditious completion and best carry out the purposes of the agreement.

5. **Compensation – User Fee Study.** The County agrees to pay the Consultant a sum **not to exceed** Fifty Thousand Dollars (\$50,000) for all services required herein, which shall include reimbursement for expenses incurred. Consultant agrees to complete the user fee study for said sum.

6. **Compensation – Cost Allocation Plan.** The County agrees to pay the Consultant a sum **not to exceed** Sixty-seven Thousand Five Hundred Dollars (\$67,500) for all services required herein, which shall include reimbursement for expenses incurred. This fee will be paid at the rate of Twenty-two Thousand Five Hundred Dollars (\$22,500) for each year the services are provided. Consultant agrees to complete the cost allocation plan for said sum.

7. **Method of Payment – User Fee Study.** Payment of this fee will be due not more than thirty (30) days after Consultant's submission of a progress billing to the County. Consultant will bill at a rate of 25% Thirty (30) days after commencement, 25% Sixty (60) days after commencement, 25% upon delivery of Draft User Fee Study, and 25% upon delivery of Final User Study. The Consultant shall be entitled to interest on overdue payments at the lesser of 1.5% per month or the highest rate permitted by law.

8. **Method of Payment – Cost Allocation Plan.** Payment will be made for each year within one month after Consultant submits its invoice to the County. Consultant will submit its invoice upon delivery and acceptance of each year's cost allocation plan. The Consultant shall be entitled to interest on overdue payments at the lesser of 1.5% per month or the highest rate permitted by law.

9. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

10. **Services and Materials to be Furnished by County.** The County shall furnish the Consultant with all available necessary information, data, and materials pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County government.

11. **Termination of Agreement.** Either party shall have the right to terminate this Agreement, by giving written notice to the other party of such termination, at least thirty (30) days before the effective date of such termination.

12. **Indemnification.** MAXUMIS shall defend, indemnify and hold harmless the County from and against damages, liability and costs (including reasonable attorney fees) directly

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caused by the negligent actions or willful misconduct of MAXIMUS, its employees or agents. MAXIMUS shall not be responsible for any damages or liability resulting, in whole or in part, from the negligence or willful misconduct of the County, its employees, consultants or agents or any third party.

13. **Information and Reports.** The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, with copies of all documents and other materials prepared or developed in relation with or as part of the project.

14. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all proper times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings, and activities.

15. **Accomplishment of Project.** The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to insure that the work involved is properly coordinated with related work being carried on in the County.

16. **Matters to be Disregarded.** The titles of the several sections, subsections, and paragraphs set forth in this agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this agreement.

17. **Completeness of Agreement.** This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or bind any of the parties hereto. Except for subsequent written agreements agreed to by both parties.

18. **County Not Obligated to Third Parties.** The County shall not be obligated or liable hereunder to any party other than the Consultant.

19. **When Rights and Remedies Not Waived.** In no event shall the making by the County of any payments to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default shall exist will in no way impair or prejudice any right or remedy available to the County with respect to such breach or default.

20. **Personnel.** The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision, and all personnel engaged in the work shall be fully qualified to perform such services.

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ADD Order #49 Agenda #49G (cont'd)

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

Lake County
County Government Center
2293 N. Main Street
Crown Point, IN 46307

MAXIMUS Consulting Services, Inc.
101 W Ohio St, Suite #1515
Indianapolis, IN 46204

22. **Copyright.** County acknowledges that the report format to be provided by the Consultant is copyrighted. Except as otherwise provided in this agreement, all copyrights lie with the Consultant. County may use the report, or any other information prepared pursuant to this agreement, solely for and on behalf of the County's operations. County agrees that it will take appropriate action to satisfy its obligations with respect to use, copying, protection and security of the report format. Nothing herein shall be construed to limit the right of the County to copy, use and provide to third parties copies of the final report or materials relied on by Consultant in preparing the report which license shall be non-revocable.

23. **Limitation of Liability.** In no event shall MAXIMUS be liable for special, indirect, incidental, economic, consequential or punitive damages, regardless of the legal theory under which such damages are sought, and even if MAXIMUS has been advised of the likelihood of such damages. County agrees that MAXIMUS total liability to County or any third party for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or MAXIMUS negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the fees paid to MAXIMUS hereunder.

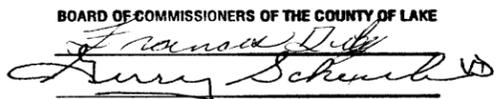
IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

Lake County, IN

MAXIMUS Consulting Services, Inc.

By: _____
(County Official)

By: 
Robert K. Lindsey
Director of Contracts

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

APPROVED THIS 18th DAY OF February, 2009

ADD Order #50 Agenda #49H

In the Matter of Amended Policy and Procedure Manual.

Scheub made a motion, seconded by DuPey, to approve the Amended Policy and Procedure Manual. Motion passed 3-0.
(SEE FILE FOR COPY OF ORIGINAL)

Order #51 Agenda #50

In the Matter of Lake County Expense Claims to be allowed Wednesday, February 18, 2009.

The Board hereby orders Commissioners Allowance of Lake County Expense Claims of Wednesday, February 18, 2009 to be paid out of the County Treasury upon the Warrant of the County Auditor according to the Lake County Claim Docket on file in the Auditor's Office.

DuPey made a motion, seconded by Scheub, to approve and make a matter of public record the Claims and Docket. Motion passed 3-0.

Order #52 Agenda #51

In the Matter of Service Agreements

DuPey made a motion, seconded by Scheub, to approve the following Service Agreements. Motion passed 3-0.

- | | | |
|-------------------------------|----|---|
| L C BOARD OF COMMISSIONERS | W/ | Waste Management |
| L C BOARD OF COMMISSIONERS | W/ | S & P Exterminating |
| L C CALUMET TOWNSHIP ASSESSOR | W/ | Rollez Professional Service |
| L C ST JOHN TOWNSHIP ASSESSOR | W/ | Waste Management |
| L C AUDITOR | W/ | Ellis System Corp. |
| L C COMMUNITY CORRECTIONS | W/ | Nextel Contract |
| L C CORONER | W/ | Noble Communications |
| L C CORONER | W/ | McShanes, Inc. |
| L C DATA | W/ | Mapsy's Inc. |
| L C DATA | W/ | Tri-Electronics |
| L C HEALTH DEPARTMENT | W/ | ERSI, Inc. |
| L C JUVENILE COURT | W/ | Word Systems |
| L C JUVENILE COURT | W/ | Word Systems |
| L C JUVENILE COURT | W/ | Word Systems |
| L C PROSECUTORS | W/ | Chester Inc. |
| L C PROSECUTORS | W/ | Chester Inc. |
| L C SHERIFF | W/ | Marshall II Enterprises/Alpine Valley Water |
| L C SHERIFF | W/ | Translogic Corp dba Swisslog Health Solutions |

Order #52 Agenda #51 (cont'd)

L C SHERIFF	W/	Thyssenkrupp Elevator
L C SHERIFF	W/	Porter's Apparels
L C SUPERIOR COURT/ CIVIL DIV	W/	Lincoln Office
L C SUPERIOR COURT/ CIVIL DIV	W/	Tri-Electronic

Order #53 Agenda #52

In the Matter of Poor Relief Decisions

DuPey made a motion, seconded by Scheub, to approve and make a matter of public record the following Poor Relief Decisions. Motion passed 2-0.

Leah Muhammad	Approved
Charlene Mack	Approved in part
JoAnn Gearron	Approved
Daniel Rosario	Approved
Jeanette Edzy	Approved in part
Lora Moore	Approved on condition
Samya Stanford	Approved
Ashley Sutherland	Approved on condition
Georgia Manuel	Approved
Tamika Jones	Approved
Michelle McGoffin	Approved
Joyce Freddie	Approved
Elnora Brady	Approved
Kimberly Peoples	Approved
Rosalind Portis	Approved
Sierra Johnson	Approved
Latoya Gardner	Approved
Kenyon Flax	Approved
Toni Jakes	Approved
Janet Terplett	Approved in part
Ebony Bradley	Approved
Elayne Willis	Approved
Randall William	Approved on condition
Calrisha Williams	Approved
Shellerray Barnes	Approved
Felicia Watson	Approved
Chanel Jackson	Approved
Larry Johnson	Approved
Walter Curtis	Approved in part
Melonie Irving	Approved in part
Meredith Anderson	Approved
Lorraine Lewis	Approved in part
Denise Simpson	Approved
Sheryl Jackson	Approved
Nekia Jones	Approved
Laurie Horton	Approved
Donary Reed	Approved
Lonesque Cherie	Approved
Jerome O'Neal	Approved on condition
Larissia Curington	Approved
LaTisa Brewer	Approved
Charmaine Austin	Approved
Kerin Clay	Approved
Robert Cardwell Jr.	Approved
Mickey Britton	Denied for appellant's failure to appear
Antwalise Lowe	Denied for appellant's failure to appear
No name	Denied for appellant's failure to appear
No name	Denied for appellant's failure to appear
Cornelius Haniger	Denied for appellant's failure to appear
Andrea Payton	Denied for appellant's failure to appear
Darrell Guy	Denied for appellant's failure to appear
Angel Kates	Denied for appellant's failure to appear
Shanika Brooks	Denied
Angel Washington	Denied for appellant's failure to appear
Theda Bostic	Denied for appellant's failure to appear
Pamela Christmas	Denied for appellant's failure to appear
Cheryl Jones	Denied for appellant's failure to appear
Kevin Over Sr.	Denied for appellant's failure to appear
ShawnKedra Lewis	Denied for appellant's failure to appear
Mary Shelly	Denied for appellant's failure to appear
Keith Simpson	Denied for appellant's failure to appear
Prentis Sanders	Denied for appellant's failure to appear
Andre Hughes	Denied for appellant's failure to appear
Jessica Dixon	Denied for appellant's failure to appear
Leuraletha Coleman	Remanded to township for further consideration and review
Randall Aaron	Denied
Diane Givens	Denied for appellant's failure to appear
LaTania Caldwell	Denied for appellant's failure to appear
Yvonne King	Denied for appellant's failure to appear
Patricia Hart	Denied for appellant's failure to appear
Stacey Mayfield	Denied for appellant's failure to appear
Keisha Johnson	Denied for appellant's failure to appear

Order #53 Agenda #52 (cont'd)

Antionette Hines	Denied for appellant's failure to appear
Sophia Allen	Denied for appellant's failure to appear
Lizette Corralez	Denied for appellant's failure to appear
Diane Givens	Approved
Donald Griffin	Denied for appellant's failure to appear
Ted Woods	Denied for appellant's failure to appear
Ciara Reese	Denied for appellant's failure to appear
Elise Hall	Denied for appellant's failure to appear
Mary Barnes	Denied for appellant's failure to appear
Cecillia Andrews	Denied for appellant's failure to appear

Order #54 Agenda #55

In the Matter of L C Council Resolution No. 09-24, Resolution Opposing Any NIPSCO Electric Rate Increase.

DuPey made a motion, seconded by DuPey, to approve L C Council Resolution No. 09-24, Resolution Opposing Any NIPSCO Electric Rate Increase. Motion passed 3-0.

RESOLUTION NO. 09-24

**RESOLUTION OPPOSING ANY
NIPSCO ELECTRIC RATE INCREASE**

WHEREAS, Northern Indiana Public Service Company (NIPSCO) filed a Petition in June with the Indiana Utility Regulatory Commission signalling its intent to file a rate case; and

WHEREAS, NIPSCO is due to file the rate change information in August; and

WHEREAS, many Lake County residents and businesses will be facing economic strife with rising health care costs, job losses and the effects of many company bankruptcies.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Council opposes NIPSCO'S plan for any electric rate increase to citizens and businesses in Lake County.

SO RESOLVED THIS 11th DAY OF FEBRUARY, 2009.



Larry Blanchard
LARRY BLANCHARD, President

Christine CID
CHRISTINE CID

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Frances DuPey

Russell Scherub

Barbara Kelly

APPROVED THIS 11th DAY OF FEBRUARY 20 09

Order #55 Agenda #55

In the Matter of L C Council Resolution No. 09-11, Resolution Honoring Rick and Amanda Baltensberger.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-11, Resolution Honoring Rick and Amanda Baltensberger. Motion passed 3-0.

RESOLUTION NO. 09-11

RESOLUTION HONORING RICK AND AMANDA BALTENSBERGER

WHEREAS, in mid-September of 2008 floodwaters heavily damaged homes in northern Munster near the Little Calumet River; and

WHEREAS, RICK and AMANDA BALTENSBERGER, are the owners of Miss Print, a printing shop with locations in Munster and Hammond; and

WHEREAS, AMANDA BALTENSBERGER, once lived in the flooded area, and was one of five women who founded munsterfloodrelief.org, which was established to set-up flood relief efforts including a flood relief station, giving out cleaning supplies, serving thousands of meals, organizing volunteers to deliver supplies and help homeowners with the clean up and establishing the Web site for those who need help and those who want to give it; and

WHEREAS, the Lake County Council supports the nomination of AMANDA BALTENSBERGER for the SBA's 2009 Phoenix Award, an award for a volunteer whose efforts greatly contributed to the recovery of a disaster affected community.

NOW, THEREFORE, LET IT BE RESOLVED THAT THE Lake County Council in recognition of their volunteer selfless efforts to the recovery of a disaster affected community honors RICK and AMANDA BALTENSBERGER and nominates AMANDA BALTENSBERGER for the SBA's 2009 Phoenix Award; and that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to RICK and AMANDA BALTENSBERGER.



DULY ADOPTED by the Lake County Council, this 10th day of February, 2009.

Christine CID
CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD, President

Ernie Dillon
ERNIE DILLON

Thomas O'Donnell
THOMAS O'DONNELL

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Frances DuPey
FRANCES DUPUY

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Larry Scheub
LARRY SCHEUB

Ernie Prince
ERNE PRINCE

APPROVED THIS 10th DAY OF February 2009

Order #56 Agenda #55

In the Matter of L C Council Ordinances and Resolutions.

DuPey made a motion, seconded by Scheub, to approve all other remaining L C Council Ordinances and Resolutions brought forward by the Lake County Council for this meeting. Motion passed 3-0.

Order #56 Agenda #55

In the Matter of L C Council Ordinance No. 1306F-1.

DuPey made a motion, seconded by Scheub, to approve L C Council Ordinance No. 1306F-1, Ordinance Amending the Ordinance Restricting the Hiring of New County Employees for 2009, Ordinance No. 1306F. Motion passed 3-0.

Order #56 Agenda #55 (cont'd)

ORDINANCE NO. 1306F-1

**ORDINANCE AMENDING THE ORDINANCE RESTRICTING
THE HIRING OF NEW COUNTY
EMPLOYEES FOR 2009, ORDINANCE NO. 1306F**

WHEREAS, on December 9, 2008, the Lake County Council adopted Ordinance No. 1306F,
the Ordinance Restricting the Hiring of New County Employees for 2009; and

WHEREAS, the Lake County Council now desires to amend said Ordinance.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That Ordinance No. 1306F, Ordinance Restricting the Hiring of
New County Employees for 2009 be amended as follows:

INSERT:

- 2.c. Attorneys employed by the Lake County Prosecutor's Office
as Deputy Prosecuting Attorneys.

SO ORDAINED THIS 10th DAY OF FEBRUARY, 2009.



[Signature]
LARRY BLANCHARD, President

[Signature]
CHRISTINE CID

[Signature]
THOMAS O'DONNELL

[Signature]
TED F. BILSKI

[Signature]
ERNIE DILLON

[Signature]
ELSIE FRANKLIN

[Signature]
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]

[Signature]

[Signature]

APPROVED THIS 18th DAY OF February, 2009

Order #56 Agenda #55

In the Matter of L C Council Ordinance No. 1169B-1.

DuPey made a motion, seconded by Scheub, to approve L C Council Ordinance No. 1169B-1, Ordinance Amending the Ordinance Concerning the use of Lake County Matching Funds, Ordinance No. 1169B. Motion passed 3-0.

ORDINANCE NO. 1169B-1

ORDINANCE AMENDING THE ORDINANCE CONCERNING THE USE OF LAKE COUNTY MATCHING FUNDS, ORDINANCE NO. 1169B

WHEREAS, on July 8, 1997, the Lake County Council adopted the Ordinance Concerning the Use of Lake County Council Matching Funds, Ordinance No. 1169B; and

WHEREAS, the Lake County Council desires to amend said Ordinance.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

That the Ordinance Concerning the Use of Lake County Matching Funds, Ordinance No. 1169B be amended as follows:

Delete.

- 3. That the sum of Six Thousand (\$6,000.00) Dollars from the Lake County Matching Funds shall be given to each Lake County Council District during each year, with the balance to be used for an organization or project to benefit the County as a whole.

Insert.

- 3. That the sum of Four Thousand (\$4,000.00) Dollars from the Lake County Matching Funds shall be allotted for each Lake County Council District during each year, with the balance to be used for an organization or project to benefit the County as a whole.

SO ORDAINED THIS 10th DAY OF FEBRUARY, 2009.



[Signature]
LARRY BLANCHARD, President

[Signature]
CHRISTINE CID

[Signature]
THOMAS O'DONNELL

[Signature]
TED F. BILSKI

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature]
ERNIE DILLON

[Signature]
ELSIE FRANKLIN

[Signature]
JEROME A. PRINCE

APPROVED THIS 10th DAY OF February, 2009

Members of the Lake County Council

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-10.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-10, Resolution Honoring the Tri-Town Pop Warner Raiderettes Junior Pee Wee Dance Team. Motion passed 3-0.

RESOLUTION NO. 09-10

**RESOLUTION HONORING THE TRI-TOWN
POP WARNER RAIDERETTES JUNIOR PEE WEE DANCE TEAM**

WHEREAS, students and professional athletes nurtured and trained in Lake County, Indiana, have consistently shown excellence in all sporting endeavors; and

WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

WHEREAS, Lake County is justly proud of its son and daughters who have so willingly taken upon themselves the hardships and disciplines, both physical and mental, which successful participation in sporting events demands; and

WHEREAS, the Tri-Town Pop Warner Raiderettes Junior Pee Wee Dance Team captured the Pop Warner Dance National Championship on December 11, 2008 at Disney World in Orlando, Florida.

NOW, THEREFORE, LET IT BE RESOLVED that the Lake County Council, and all citizens of Lake County who are represented by this august body, extend congratulations and praise to the Tri-Town Pop Warner Raiderettes Junior Pee Wee Dance Team for capturing the Pop Warner Dance National Championship; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to the Tri-Town Pop Warner Raiderettes Junior Pee Wee Dance Team.



SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.

Christine CID
CHRISTINE CID

Warry Blanchard
WARRY BLANCHARD, President

Thomas O'Donnell
THOMAS O'DONNELL

Ernie Dillon
ERNIE DILLON

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis DuPey
Larry Scheub

Elsie Franklin
ELSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

Jerome A. Prince
JEROME A. PRINCE

APPROVED THIS 10th DAY OF February 20 09

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-12.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-12, Resolution Permitting Superior Court of Lake County, Juvenile Division, to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-12

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

<u>001-4100-43235</u>	<u>Travel/Mileage</u>
Sarah Essex	\$ 23.40

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>001-4100-43235</u>	<u>Travel/Mileage</u>
Sarah Essex	\$ 23.40

SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.



[Signature]
VARRY BLANCHARD, President

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

[Signature] **CHRISTINE CID** *[Signature]* **ERNIE DILLON**

[Signature] **THOMAS O'DONNELL** *[Signature]* **ELSIE FRANKLIN**

[Signature] **TED F. BILSKI** *[Signature]* **JEROME A. PRINCE**

APPROVED THIS 18th DAY OF February 20, 09 Absent

Members of the Lake County Council

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-13.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-13, Resolution Permitting Superior Court of Lake County, Juvenile Division, to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-13

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

<u>001-4100-43235</u>	<u>Travel/Mileage</u>
Kristy Jones	\$ 135.14

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>001-4100-43235</u>	<u>Travel/Mileage</u>
Kristy Jones	\$ 135.14



SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.

Larry Blanchard
 LARRY BLANCHARD, President

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Christine CID
 CHRISTINE CID

Ernie Dillon
 ERNIE DILLON

Thomas O'Donnell
 THOMAS O'DONNELL

Elsie Franklin
 ELSIE FRANKLIN

Ted F. Bilski
 TED F. BILSKI

Jerome A. Prince
 Absent
 JEROME A. PRINCE

APPROVED THIS 10th DAY OF February 20⁰⁹

Members of the Lake County Council

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-14.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-14, Resolution Permitting Superior Court of Lake County, Juvenile Division, to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-14

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Levinson & Levinson	\$ 2,500.00

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Levinson & Levinson	\$ 2,500.00

SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.



Larry Blanchard
 LARRY BLANCHARD, President
 BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Christine Cid
 CHRISTINE CID

Ernie Dillon
 ERNIE DILLON

Thomas O'Donnell
 THOMAS O'DONNELL

Elsie Franklin
 ELSIE FRANKLIN

Ted F. Bilski
 TED F. BILSKI

Jerome A. Prince
 Absent
 JEROME A. PRINCE

APPROVED THIS 10th DAY OF February 2009

Members of the Lake County Council

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-15.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-15, Resolution Permitting Superior Court of Lake County, Juvenile Division, to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-15

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

<u>001-4100-43235</u>	<u>Travel/Mileage</u>
Cheryl Ray	\$ 111.74

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>001-4100-43235</u>	<u>Travel/Mileage</u>
Cheryl Ray	\$ 111.74

SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.



Larry Blanchard
 LARRY BLANCHARD, President

Christine CID
 CHRISTINE CID

Ernie Dillon
 ERNIE DILLON

Thomas O'Donnell
 THOMAS O'DONNELL

Elsie Franklin
 ELSIE FRANKLIN

Ted F. Bilski
 TED F. BILSKI

Jerome A. Prince
 Absent
 JEROME A. PRINCE

APPROVED THIS 10th DAY OF February 2009

Members of the Lake County Council

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-16.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-16, Resolution Permitting Superior Court of Lake County, Juvenile Division, to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-16

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Levinson & Levinson	\$ 2,500.00

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Levinson & Levinson	\$ 2,500.00



SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.

Larry Blanchard
 LARRY BLANCHARD, President

Christine CID
 CHRISTINE CID

Ernie Dillon
 ERNIE DILLON

Thomas O'Donnell
 THOMAS O'DONNELL

Elsie Franklin
 ELSIE FRANKLIN

Ted F. Bilski
 TED F. BILSKI

Jerome A. Prince
 JEROME A. PRINCE

APPROVED THIS 10th DAY OF February 2009.

Absent

Members of the Lake County Council

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-17.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-17, Resolution Permitting Superior Court of Lake County, Juvenile Division, to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-17

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

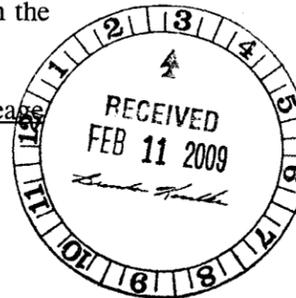
<u>001-4100-43235</u>	<u>Travel/Mileage</u>
John Sedia	\$ 59.67

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>001-4100-43235</u>	<u>Travel/Mileage</u>
John Sedia	\$ 59.67



SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.

Larry Blanchard
 LARRY BLANCHARD, President

Christine Cid
 CHRISTINE CID

Ernie Dillon
 ERNIE DILLON

Thomas O'Donnell
 THOMAS O'DONNELL

Francois Dupey
 FRANCOIS DUPEY

Jerry Scheub
 JERRY SCHEUB

Flsie Franklin
 FLSIE FRANKLIN

Ted F. Bilski
 TED F. BILSKI

Jerome A. Prince
 JEROME A. PRINCE

APPROVED THIS 11th DAY OF February 2009. Absent

Members of the Lake County Council

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-18.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-18, Resolution Permitting Superior Court of Lake County, Juvenile Division, to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-18

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Cynthia Staehle	\$ 50.00

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Cynthia Staehle	\$ 50.00



SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.

Larry Blanchard
 LARRY BLANCHARD, President

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Christine Cid *Ernie Dillon*
 CHRISTINE CID ERNIE DILLON

Thomas O'Donnell *Elsie Franklin*
 THOMAS O'DONNELL ELSIE FRANKLIN

Ted F. Bilski *Jerome A. Prince*
 TED F. BILSKI JEROME A. PRINCE

APPROVED THIS 10 DAY OF February 2009 Absent

Members of the Lake County Council

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-19.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-19, Resolution Permitting Superior Court of Lake County, Juvenile Division, to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-19

RESOLUTION PERMITTING SUPERIOR COURT OF LAKE COUNTY, JUVENILE DIVISION, TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Superior Court of Lake County, Juvenile Division, is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Levinson & Levinson	\$ 2,500.00

WHEREAS, the Honorable Mary Beth Bonaventura, Judge, Superior Court of Lake County, Juvenile Division, desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Honorable Mary Beth Bonaventura, Judge of the Superior Court of Lake County, Indiana, Juvenile Division, shall pay from her 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>001-4100-43995</u>	<u>Other Services & Charges</u>
Levinson & Levinson	\$ 2,500.00



SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.

Larry Blanchard
LARRY BLANCHARD, President

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Christine CID CHRISTINE CID *Ernie Dillon* ERNIE DILLON

Thomas O'Donnell THOMAS O'DONNELL *Elsie Franklin* ELSIE FRANKLIN

Ted F. Bilski TED F. BILSKI *Jerome A. Prince* JEROME A. PRINCE

APPROVED THIS 10th DAY OF February 2009 Absent

Members of the Lake County Council

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-20.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-20, Resolution Permitting the Lake County Community Corrections to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

Order #56 Agenda #55 (cont'd)

RESOLUTION NO. 09-20

RESOLUTION PERMITTING THE LAKE COUNTY
COMMUNITY CORRECTIONS TO PAY
OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Lake County Community Corrections is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

<u>139-4010-43190</u>	<u>Other Professional Services</u>
PAS Systems International	\$ 654.83
Methodist Hospital	1869.00
Northwest Indiana Radiology Ser.	31.00
Northwest Emergency Assoc.	410.00
Methodist Hospital Cardiographics	22.00
Kmart	150.93
 <u>139-4010-43235</u>	 <u>Travel/Mileage</u>
Phil & Son	\$1540.00

WHEREAS, the Lake County Council desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2008 expenses shall be paid from the Lake County Community Correction's 2009 Budget:

<u>139-4010-43190</u>	<u>Other Professional Services</u>
PAS Systems International	\$ 654.83
Methodist Hospital	1869.00
Northwest Indiana Radiology Ser.	31.00
Northwest Emergency Assoc.	410.00
Methodist Hospital Cardiographics	22.00
Kmart	150.93
 <u>139-4010-43235</u>	 <u>Travel/Mileage</u>
Phil & Son	\$1540.00

SO RESOLVED THIS 10th day of February, 2009.



Larry Blanchard
LARRY BLANCHARD, President

Christine CID
CHRISTINE CID

Thomas O'Donnell
THOMAS O'DONNELL

Ted F. Bilski
TED F. BILSKI

Ernie Dillon
ERNIE DILLON

Elsie Franklin
ELSIE FRANKLIN

Jerome A. Prince
JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Samuel Allen

Samuel Allen

APPROVED THIS 10th DAY OF February 2009

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-21.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-21, Resolution Permitting Lake County Parks and Recreation Department to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-21

**RESOLUTION PERMITTING LAKE COUNTY
PARKS AND RECREATION DEPARTMENT TO PAY
OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET**

WHEREAS, Lake County Parks and Recreation Department is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget Year of 2008, have not been paid:

<u>107-5151-42410</u>	<u>Supplies</u>
Brandy's Safe & Lock	\$ 45.00
<u>107-5151-43510</u>	<u>Utilities</u>
Center Point Energy	\$1115.05
<u>107-5153-42310</u>	<u>Equipment Repair</u>
Northwest Indiana Auto Supply	\$ 29.95
Smith Ford of Lowell	6.25
Service Auto Parts	213.31
Westside Tractor Sales	<u>5.39</u>
	\$254.90
<u>107-5153-43630</u>	<u>Maintenance Contracts</u>
Northwest Ind. Backflow Testers	\$200.00
<u>107-5153-43710</u>	<u>Equipment Rentals</u>
Regional Rentals & Sales	\$ 31.00
<u>107-5154-43630</u>	<u>Maintenance Contracts</u>
Computer Bay	\$ 40.00
<u>107-5155-43310</u>	<u>Printing</u>
Garman Printing	\$1892.00
<u>107-5155-43510</u>	<u>Utilities</u>
Center Point Energy	\$753.54

Order #56 Agenda #55 (cont'd)

<u>107-5155-43630</u> Northwest Ind. Backflow Testers	<u>Maintenance Contracts</u> \$170.00
<u>107-5156-43210</u> DHL Express	<u>Freight/Express</u> \$ 24.38
<u>107-5156-44310</u> Meyer's Air Tech Comfort Credent Quality Electric Credent Quality Electric	<u>General Properties Improvements</u> \$1800.00 64.00 412.00 <u>1572.50</u> \$3848.50
<u>117-5151-42410</u> Robins Nest Water Company	<u>Supplies</u> \$ 21.00
<u>117-5151-43510</u> Comcast Cable	<u>Utilities</u> \$150.77
<u>117-5155-43630</u> GCS Service, Inc. GCS Service, Inc.	<u>Maintenance Contracts</u> \$396.00 <u>354.05</u> \$750.05

WHEREAS, the Lake County Parks and Recreation Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Parks and Recreation Department shall pay from its 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>107-5151-42410</u> Brandy's Safe & Lock	<u>Supplies</u> \$ 45.00
<u>107-5151-43510</u> Center Point Energy	<u>Utilities</u> \$1115.05
<u>107-5153-42310</u> Northwest Indiana Auto Supply Smith Ford of Lowell Service Auto Parts Westside Tractor Sales	<u>Equipment Repair</u> \$ 29.95 6.25 213.31 <u>5.39</u> \$254.90

<u>107-5153-43630</u> Northwest Ind. Backflow Testers	<u>Maintenance Contracts</u> \$200.00
<u>107-5153-43710</u> Regional Rentals & Sales	<u>Equipment Rentals</u> \$ 31.00
<u>107-5154-43630</u> Computer Bay	<u>Maintenance Contracts</u> \$ 40.00
<u>107-5155-43310</u> Garman Printing	<u>Printing</u> \$1892.00
<u>107-5155-43510</u> Center Point Energy	<u>Utilities</u> \$753.54
<u>107-5155-43630</u> Northwest Ind. Backflow Testers	<u>Maintenance Contracts</u> \$170.00
<u>107-5156-43210</u> DHL Express	<u>Freight/Express</u> \$ 24.38
<u>107-5156-44310</u> Meyer's Air Tech Comfort Credent Quality Electric Credent Quality Electric	<u>General Properties Improvements</u> \$1800.00 64.00 412.00 <u>1572.50</u> \$3848.50
<u>117-5151-42410</u> Robins Nest Water Company	<u>Supplies</u> \$ 21.00
<u>117-5151-43510</u> Comcast Cable	<u>Utilities</u> \$150.77
<u>117-5155-43630</u> GCS Service, Inc. GCS Service, Inc.	<u>Maintenance Contracts</u> \$396.00 <u>354.05</u> \$750.05

Order #56 Agenda #55 (cont'd)

SO RESOLVED THIS 10th DAY OF FEBRUARY, 2009.



Larry Blanchard
 LARRY BLANCHARD, President

Christine CID
 CHRISTINE CID

Thomas O'Donnell
 THOMAS O'DONNELL

Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON

Elsie Franklin
 ELSIE FRANKLIN

Jerome A Prince
 JEROME A PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE
Russ Scheub
James DuPey
 APPROVED THIS 11th DAY OF February 2009

Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-22.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-22, Resolution Permitting Lake County Parks and Recreation Department to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

Order #56 Agenda #55 (cont'd)

RESOLUTION NO. 09-22**RESOLUTION PERMITTING LAKE COUNTY
PARKS AND RECREATION DEPARTMENT TO PAY
OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET**

WHEREAS, Lake County Parks and Recreation Department is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget Year of 2008, have not been paid:

<u>107-5151-43620</u> Illiana Disposal	<u>Maintenance/Service Contracts</u> \$ 60.00
<u>107-5153-42310</u> Crown Auto Parts, Inc. Northwest Ind. Auto Supply Crown Point Industrial	<u>Garage & Motor</u> \$ 18.41 373.52 <u>96.90</u> \$488.83
<u>107-5155-42220</u> Aramark	<u>Garage & Motor</u> \$ 56.61
<u>107-5156-43420</u> Pampalone Ins. Agency	<u>Insurnace</u> \$156.00
<u>107-5156-44310</u> Hobart Lumber	<u>General Properties Improvements</u> \$ 34.80
<u>117-5151-43630</u> Tri-States Airgas	<u>Maintenance Contracts</u> \$ 89.73
<u>117-5155-42410</u> Peerless Potato Chips	<u>Supplies</u> \$291.57

WHEREAS, the Lake County Parks and Recreation Department desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the Lake County Parks and Recreation Department shall pay from its 2009 Budget the following invoices/debts incurred in the calendar year 2008 as follows:

<u>107-5151-43620</u> Illiana Disposal	<u>Maintenance/Service Contracts</u> \$ 60.00
<u>107-5153-42310</u> Crown Auto Parts, Inc. Northwest Ind. Auto Supply Crown Point Industrial	<u>Garage & Motor</u> \$ 18.41 373.52 <u>96.90</u> \$488.83
<u>107-5155-42220</u> Aramark	<u>Garage & Motor</u> \$ 56.61
<u>107-5156-43420</u> Pampalone Ins. Agency	<u>Insurnace</u> \$156.00
<u>107-5156-44310</u> Hobart Lumber	<u>General Properties Improvements</u> \$ 34.80
<u>117-5151-43630</u> Tri-States Airgas	<u>Maintenance Contracts</u> \$ 89.73
<u>117-5155-42410</u> Peerless Potato Chips	<u>Supplies</u> \$291.57

Order #56 Agenda #55 (cont'd)

SO RESOLVED THIS 10th DAY OF FEBRUARY, 2009.



Christine CID
 CHRISTINE CID

Larry Blanchard
 LARRY BLANCHARD, President

Ernie Dillon
 ERNIE DILLON

Thomas O'Donnell
 THOMAS O'DONNELL

Ted F. Bilski
 TED F. BILSKI

Ernie Dillon
 ERNIE DILLON

Elsie Franklin
 ELSIE FRANKLIN

Jerome A. Prince
 JEROME A. PRINCE

Members of the Lake County Council

BOARD OF COMMISSIONERS OF THE COUNTY OF LAKE

Francis Dufay

George Schuch

Francis Dufay

APPROVED THIS 10th DAY OF February 20 09



Order #56 Agenda #55

In the Matter of L C Council Resolution No. 09-23.

DuPey made a motion, seconded by Scheub, to approve L C Council Resolution No. 09-23, Resolution Permitting Lake County Board of Elections and Registration to pay Outstanding 2008 Invoices/Debts from the 2009 Budget. Motion passed 3-0.

RESOLUTION NO. 09-23

RESOLUTION PERMITTING THE LAKE COUNTY BOARD OF ELECTIONS AND REGISTRATION TO PAY OUTSTANDING 2008 INVOICES/DEBTS FROM THE 2009 BUDGET

WHEREAS, the Lake County Board of Elections and Registration, is currently operating in the 2009 Budget; and

WHEREAS, the following invoices/debts incurred in the Budget year of 2008, have not been paid:

<u>001-2100-42410</u> Horizons Unlimited	<u>Other Supplies</u> \$ 212.80
<u>001-2100-42110</u> McShane's	<u>Office Supplies</u> \$ 59.97

WHEREAS, the Lake County Council desires to pay the above invoices/debts due.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

That the following 2008 expenses shall be paid from the Lake County Board of Elections and Registration's 2009 Budget:

<u>001-2100-42410</u> Horizons Unlimited	<u>Other Supplies</u> \$ 212.80
<u>001-2100-42110</u> McShane's	<u>Office Supplies</u> \$ 59.97



SO RESOLVED THIS 10TH DAY OF FEBRUARY, 2009.

Christine CID
CHRISTINE CID

Larry Blanchard
LARRY BLANCHARD, President

Ernie Dillon
ERNIE DILLON

Thomas O'Donnell
THOMAS O'DONNELL

Jessie Franklin
JESSIE FRANKLIN

Ted F. Bilski
TED F. BILSKI

APPROVED THIS 18th DAY OF _____ 2009
JEROME A. PRINCE

Members of the Lake County Council

Order #57 Agenda #57

In the Matter of Staff Reports: Bid received late, to be rejected.

Scheub made a motion, seconded by DuPey, to reject the bid unopened received from Illiana Inc. of Gary, IN having arrived after the allotted time for the receiving of bids for Fencing for Lake County Homeland Security. Motion passed 3-0.

The following officials were Present:

Attorney John Dull
Brenda Koselke
Jim Bennett
Delvert Cole
Marcus Malczewski

The next Board of Commissioners Meeting will be held on Wednesday, March 18, 2009 at 10:00 A.M.

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

ROOSEVELT ALLEN, JR., PRESIDENT

FRANCES DUPEY, COMMISSIONER

GERRY SCHEUB, COMMISSIONER

ATTEST:

PEGGY HOLINGA KATONA, LAKE COUNTY AUDITOR