

WHEREAS, in the opinion of the County Auditor, the public interests required that the Lake County Council, should be called to meet in regular session at this time, for the purpose of considering additional appropriations, a written notice was sent to each member of the Council, and proper advertisement made, and all other acts performed in accordance with the laws governing such matters.

And now in obedience to such call, come Ted Bilski, President, Jerome A. Prince, David Hamm, Daniel Dernulc, Christine Cid, and Eldon Strong, County Councilpersons, together with Ray Szarmach, County Council Attorney. Council Lady Elsie Franklin was absent.

President Bilski announced that the appropriation deadline for the January/2014 meeting is December 20, 2013 at 12:00 noon. Transfer deadline is Jan. 3, 2014, at noon.

In the Matter of Minutes of the L.C. Council Meeting for November 12, 2013.

Hamm made a motion, seconded by Prince to approve the minutes of November 12, 2013. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent

ORDINANCE NO. 1367

Section 1. Be It Ordained by the County Council of Lake County, IN., that for the expenses of the County Government and its institutions, the following sums of money are hereby appropriated and ordered set apart out of the several funds herein named and for the purposes herein appropriated, and shall be held to include all expenditures authorized to be made during the year unless otherwise expressly stipulated and provided by law.

		Appropriation Requested	Appropriated
Gambling Adm Tax Fund 196			
<u>Court Administrator</u> 3910			
42130 Law Books(CNL)		\$ 15,000.00	\$ 15,000.00
L.C. Fairgrounds Non-Reverting Fund 131			
<u>Fairgrounds</u> 2920			
42410 Other Supplies		\$ 5,000.00	\$ 5,000.00
Sheriff's Grant Fund 239			
<u>Jail</u> 3100			
43190 Other Professional Services		\$ 4,555.08	\$ 4,555.08
Commissioner's Incentive Fund 242			
<u>Government Center</u> 3030			
41260 Workman's Comp Deduction		\$ 1,700.00	\$ 1,700.00
Homeland Security Grant Fund 249			
<u>Emergency Management</u> 3500			
44490 Other Equipment		\$ 870.00	\$ 870.00
Supplemental Public Defenders Fund 405			
<u>Public Defender</u> 4002			
41230 PERF		\$ 4,000.00	\$ 4,000.00
DUI Task Force Grant Fund 709			
<u>Sheriff</u> 0500			
41100 Overtime		\$ 4,521.00	\$ 4,521.00
41220 FICA		\$ 635.00	\$ 635.00

TRANSFER OF FUNDS CERTIFICATE

I, the proper legal officer of Lake County Council, Lake County, IN., hereby certify to the Auditor of Lake County, that the Lake County Council, approved the following transfers:

		Requested	Approved
<u>Public Works</u> 2950			
From:	001-42230 Clothing	\$ 34.00	
	001-42310 Equipment Repair Parts	\$ 1,400.00	
	001-42390 Other Repair & Maint Suppl	\$ 1,000.00	
	001-42410 Other Supplies	\$ 43.19	
	001-43620 Equipment Repair	\$ 1,332.05	
To:	001-42210 Petroleum Products	\$ 3,809.24	\$ 3,809.24
<u>Criminal Court</u> 4000			
From:	001-41160 Office & Clerical	\$ 2,605.00	

To: 001-41110	Officials & Administrators	\$ 340.00	\$ 340.00
001-41130	Technicians	\$ 265.00	\$ 265.00
001-41190	Part-Time	\$ 2,000.00	\$ 2,000.00
<u>Criminal Court</u> 4000			
SAPS Fund 143			
From: 143-41230	PERF	\$ 2,200.00	
To: 143-41220	FICA	\$ 1,000.00	\$ 1,000.00
143-41240	Group Ins Deduction	\$ 500.00	\$ 500.00
143-41260	Workman's Comp	\$ 700.00	\$ 700.00
<u>Government Center</u> 3030			
From: 001-43610	Building & Structure	\$ 2,000.00	
To: 001-41190	Part-Time	\$ 2,000.00	\$ 2,000.00
		Requested	Approved
<u>Public Defender</u> 4002			
From: 001-43235	Travel-Mileage	\$ 70.00	
001-43630	Maintenance & Serv Contr	\$ 125.00	
001-43910	Dues & Subscriptions	\$ 170.00	
To: 001-42110	Office Supplies	\$ 295.00	\$ 295.00
001-43190	Other Professional Serv	\$ 70.00	\$ 70.00
<u>Sheriff</u> 0500			
From: 001-41140	Protective Services	\$ 2,000.00	
001-41339	Clothing Allowance	\$ 8,800.00	
001-43188	Employment Testing	\$ 10,000.00	
To: 001-41329	Board Member Per Diem	\$ 800.00	\$ 800.00
001-41336	Lateral Pay	\$ 8,000.00	\$ 8,000.00
001-41338	Proficiency/Specialty Pay	\$ 2,000.00	\$ 2,000.00
001-42410	Other Supplies	\$ 5,000.00	\$ 5,000.00
001-43190	Other Professional Service	\$ 2,000.00	\$ 2,000.00
001-43620	Equipment Repair	\$ 3,000.00	\$ 3,000.00
<u>Sheriff</u> 0500			
VOCA Fund 280			
From: 280-43630	Maintenance & Service	\$ 1,500.00	
To: 280-43190	Other Professional Service(CNL)	\$ 1,500.00	\$ 1,500.00
<u>Jail</u> 3100			
From: 001-41140	Protective Services	\$ 15,000.00	
001-41160	Office & Clerical	\$ 10,000.00	
001-41338	Proficiency/Specialty Pay	\$ 600.00	
001-43232	Travel-Meals	\$ 1,874.11	
001-43234	Travel/Trans	\$ 500.00	
001-43620	Equipment Repair	\$ 10,000.00	
001-43630	Maintenance & Service	\$ 15,000.00	
To: 001-41339	Clothing Allowance	\$ 600.00	\$ 600.00
001-42230	Clothing	\$ 15,000.00	\$ 15,000.00
001-43920	Food & Lodging	\$ 37,374.11	\$ 37,374.11
<u>Juvenile Court</u> 4100			
From: 001-43190	Other Professional Services	\$ 3,600.00	
To: 001-43830	Matching Funds(CNL)	\$ 3,600.00	\$ 3,600.00
<u>Highway</u> 5013			
Highway Fund 102			
From: 102-5013-42210	Petroleum Products	\$ 30,000.00	
To: 102-5013-43620	Equipment/Repair	\$ 30,000.00	\$ 30,000.00
<u>L.S. Court County Div III</u> 4050			
Supplemental Public Defenders Fund 405			
From: 405-43190	Other Professional Serv	\$ 2,150.00	
To: 405-41260	Workman's Comp	\$ 150.00	\$ 150.00
405-41190	Part-Time	\$ 2,000.00	\$ 2,000.00
<u>LADOS</u> 4042			
Div II Fund 218			
From: 218-41120	Professionals	\$ 2,250.00	
To: 218-41110	Officials & Admin	\$ 2,250.00	\$ 2,250.00
<u>Detention Center</u> 4200			
From: 001-43120	Medical & Hospital Service	\$ 2,561.00	
001-43620	Equipment Repair	\$ 212.02	
001-43710	Equipment Rental	\$ 1,767.00	
To: 001-42240	Household & Inst Supplies	\$ 2,000.00	\$ 2,000.00
001-42410	Other Supplies	\$ 979.02	\$ 979.02
001-43240	Telephones	\$ 1,561.00	\$ 1,561.00

St. John Township Assessor 1800

From: 001-41130	Technicians	\$ 1,500.00	
001-42310	Equipment Repair Parts	\$ 600.00	
001-42390	Other Repair & Maintenance	\$ 500.00	
001-42410	Other Supplies	\$ 700.00	
001-43240	Telephone	\$ 500.00	
001-43510	Utilities	\$ 1,200.00	
001-43630	Maintenance & Serv Contr	\$ 500.00	
To: 001-41350	Assessor Certification	\$ 1,500.00	\$ 1,500.00
001-42110	Office Supplies	\$ 900.00	\$ 900.00
001-43220	Postage	\$ 2,600.00	\$ 2,600.00
001-43235	Travel-Mileage	\$ 500.00	\$ 500.00
		Requested	Approved

Calumet Township Assessor 1000

Sales Disclosure Fund 710

From: 710-43235	Travel-Mileage	\$ 150.00	
To: 710-41220	FICA	\$ 75.00	\$ 75.00
710-41230	PERF	\$ 75.00	\$ 75.00

Calumet Township Assessor 1000

2015 Reassessment Fund 337

From: 337-41230	PERF	\$ 300.00	
To: 337-41220	FICA	\$ 300.00	\$ 300.00

Economic Development 6100

TIF Dissolution General Fund 686

From: 686-42210	Petroleum Products	\$ 1,000.00	
To: 686-41230	PERF	\$ 1,000.00	\$ 1,000.00

Assessor 0900

From: 001-43235	Travel-Mileage	\$ 9,500.00	
001-43620	Equipment Repair	\$ 4,500.00	
001-43630	Maintenance/Service	\$ 3,000.00	
To: 001-43190	Other Professional Service	\$ 17,000.00	\$ 17,000.00

Assessor 0900

2015 Reassessment Fund 337

From: 337-41190	Part-Time	\$107,300.00	
337-41351	Assessor Per Diem	\$ 3,750.00	
337-42110	Office Supplies	\$ 1,375.00	
337-42410	Other Supplies	\$ 175.00	
337-43145	Legal Services	\$ 12,400.00	
To: 337-43190	Other Professional Service(CNL)	\$125,000.00	\$125,000.00

Assessor 0900

Sales Disclosure Fund 710

From: 710-43233	Travel-Lodging	\$ 680.00	
710-43235	Travel-Mileage	\$ 1,400.00	
710-44420	Office Machines	\$ 680.00	
To: 710-42110	Office Supplies(CNL)	\$ 2,760.00	\$ 2,760.00

Commissioners 2900

From: 001-43810	TAW Interest	\$ 54,000.00	
To: 001-43995	Other Services & Charges	\$ 54,000.00	\$ 37,000.00
001-44500	Const & Reconstruction	\$ 17,000.00	\$ 17,000.00

Commissioners 2900

From: 001-41250	Unemployment Comp	\$ 5,000.00	
To: 001-43320	Advertising	\$ 5,000.00	\$ 5,000.00

Clerk 0100

From: 001-41150	Paraprofessionals	\$ 946.00	
001-41160	Office & Clerical	\$ 6,885.00	
001-41190	Part-Time	\$ 8,000.00	
001-43420	Insurance	\$ 474.00	
001-43630	Maintenance & Service	\$ 344.00	
001-43910	Dues & Subscription	\$ 80.00	
To: 001-42110	Office Supplies	\$ 16,729.00	\$ 16,729.00

Cooperative Extension 2300

From: 001-43510	Utilities	\$ 700.00	
To: 001-43630	Maintenance & Service Contr	\$ 700.00	\$ 700.00

L.S. Court County Div III 4050

From: 001-41150	Paraprofessionals	\$ 4,400.00	
To: 001-41190	Part-Time	\$ 4,400.00	\$ 4,400.00

Commissioners 2900

From: 001-41250	Unemployment	\$ 60,000.00	
To: 001-43995	Other Services & Charges	\$ 60,000.00	\$ 60,000.00

Surveyor 0600

Surveyor/Corner Perpetuation Fund 167

From: 167-41190 Part-Time

\$ 20.00

To: 167-41220 FICA

\$ 20.00

\$ 20.00

Jail 3100

From: 001-41140 Protective Services

\$ 17,629.00

To: 001-41370 Holiday Pay

\$ 17,629.00

\$ 17,629.00

2013 Transfers

From: 001-3700-41240 Group Insurance Deduction

\$200,000.00

To: Fund 514 Non-Reverting Self Ins Health Fund

\$200,000.00

\$200,000.00

From: 001-3700-41260 Worker's Comp

\$140,000.00

To: Fund 514 Non-Reverting Self Ins Health Fund

\$140,000.00

\$140,000.00

From: 105-5130-43420 Insurance

\$ 5,000.00

To: Fund 541 Non-Reverting Self Ins Liability Fund

\$ 5,000.00

\$ 5,000.00

From: 105-5130-41240 Group Ins Deduction

\$ 30,000.00

To: Fund 514 Non-Reverting Self Ins Health Fund

\$ 30,000.00

\$ 30,000.00

From: 196-3700-41240 Group Ins Deduction

\$765,035.00

To: Fund 514 Non-Reverting Self Ins Health Fund

\$765,035.00

\$765,035.00

Assessor 0900

From: 001-43231 Travel & Registration

\$ 500.00

To: 001-41350 Assessor's Certification

\$ 500.00

\$ 500.00

and that such transfer does not necessitate expenditure of more money than was set out in detail in the budget as finally approved by the Department of Local Government and Finance.

This transfer was made at a regular public meeting according to proper ordinance, a copy of which is attached to this certificate.

Dated this 10th day of December, 2013

Adopted this 10th day of December, 2013

NAY

AYE

Ted Bilski
Jerome A. Prince
David Hamm
Daniel E. Dernulc
Christine Cid
Eldon Strong

ATTEST:

Peggy Holinga Katona,
Lake County Auditor

Additional

Made motion seconded

Gambling Adm Tax Fund 196

Court Administrator(\$15,000)
(See Footnote)

Cid

Hamm

All voted "Yes" to create new Line item, and approve appropriation except Franklin, "absent". Motion carried 6-yes, 1-absent.

L.C. Fairgrounds Non-Reverting Fund 131

Fairgrounds(\$5,000)

Strong

Cid

All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.

Sheriff's Grant Fund 239

Jail(\$4,555.08)

Dernulc

Strong

All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.

Commissioner's Incentive Fund 242

Government Center(\$1,700)

Prince

Hamm

All voted "Yes" to approve, except Franklin, "absent". Motion

carried 6-yes, 1-absent.

Homeland Security Grant Fund 249
Emergency Management(\$870) Strong

Cid

All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.

Supplemental Public Defenders Fund 405
Public Defender(\$4,000) Cid

Hamm

All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.

DUI Task Force Grant Fund 709
Sheriff(\$5,156) Cid

Prince

All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.

Footnotes:

Re: Court Administrator – Cid made a motion, seconded by Hamm to create new line item, and approve the appropriation.

Cid asked Dante if he had anything to say?

Dante said that that is the last of our dollars for the year.

All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

Transfers

	Made motion	seconded	
Public Works(\$3,809.24)	Prince	Strong	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Criminal Court(\$2,605)	Hamm	Prince	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Criminal Court(\$2,200) (SAPS Fund 143)	Hamm	Prince	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Government Center(\$2,000)	Prince	Hamm	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Public Defender(\$365)	Cid	Hamm	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Sheriff(\$20,800)	Cid	Dernulc	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Sheriff(\$1,500) VOCA Fund 280	Cid	Prince	All voted "Yes" to create new line item, and approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Jail(\$52,974.11)	Dernulc	Prince	All voted "Yes" to approve, except Franklin "absent". Motion carried 6-yes, 1-absent.
Juvenile Court(\$3,600)	Prince	Hamm	All voted "Yes" to create new Line item, and approve the transfer, except, Franklin, "absent". Motion carried 6-yes, 1-absent.
Highway(\$30,000)	Prince	Strong	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
L.S. Court Cty Div III(\$2,150) Suppl Pub Def Fund 405	Hamm	Prince	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
LADOS(\$2,250) Div II Fund 218	Prince	Hamm	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.

Detention Center(\$4,540.02)	Prince	Dernulc	All voted "Yes" to approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
St. John Twp Assr(\$5,500)	Prince	Dernulc	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Calumet Twp Assr(\$150) Sales Discl Fund 710	Prince	Hamm	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Calumet Twp Assr(\$300) 2015 Reass Fund 337	Prince	Hamm	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Economic Dev(\$1,000)	Dernulc	Prince	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Assessor(\$17,000)	Prince	Hamm	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Assessor(\$125,000) 2015 Reass Fund 337	Prince	Hamm	All voted "Yes" to create new Line item, and approve except Franklin, "absent". Motion carried 6-yes, 1-absent.
Assessor(\$2,760)	Prince	Hamm	All voted "Yes" to create new Line, and approve, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Commissioners(\$54,000)	Cid	Prince	All voted "Yes, except Franklin, "absent". Motion carried 6-yes, 1-absent.
Commissioners(\$5,000)	Cid	Prince	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Clerk(\$16,729)	Strong	Prince	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Co-Op Extension(\$700)	Strong	Prince	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
L.C. Court Cty Div III(\$4,400)	Hamm	Dernulc	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Commissioners(\$60,000)	Cid	Prince	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Surveyor(\$20)	Prince	Strong	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Jail(\$17,629)	Dernulc	Hamm	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
<u>2013 Insurance Year End Transfers</u>			
Fund 514 Non-Reverting Self Ins Health Fund(\$200,000)	Prince	Dernulc	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Fund 514 Non-Reverting Self Ins Health Fund(\$140,000)	Prince	Dernulc	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Fund 541 Non-Reverting Self Ins Liability Fund(\$5,000)	Prince	Dernulc	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.
Fund 514 Non-Reverting Self Ins Health Fund(\$30,000)	Prince	Dernulc	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

Fund 514 Non-Reverting Self Ins Health Fund(\$765,035)	Prince	Dernulc	All voted "Yes", except Franklin "absent". Motion carried 6-yes, 1-absent.
Assessor(\$500) (See Footnote)	Prince	Hamm	All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

Footnotes:

Re: County Assessor(\$500) – Prince made a motion, seconded Hamm. by to Suspend Rules, and add an item to the agenda. All voted "Yes", except Franklin, "absent". Motion to add item to agenda carried 6-yes, 1-absent.

Prince said this is a transfer that was presented, a bookkeeping issue with the Assessor, it's in the amount of \$500.00. It's a transfer from 001-43231 – Travel & Registration in the amount of \$500, To 001-41350 – Assessor's Certification - \$500.00.

Prince made a motion, seconded by Hamm to approve the transfer. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

In the Matter of Revised 144 for LADOS Div II.

Prince made a motion, seconded by Hamm to approve and that it is retro to 12-2-13.

Dante said this is an accrual issue on a carryover. It's not a salary increase.

All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

<u>Rev. 144 – Fund 218</u>	<u>Present</u>	<u>Proposed</u>	<u>Difference</u>
Retro to 12-2-13			
11230-001 Executive Director	\$69,120	\$69,667	\$547

In the Matter of Citizen Appointments – County Domestic Violence Fatality Review Team (8)

Cid nominated for Law Enforcement, Scott Tokar
Prosecuting Attorney/Designee, Peter Villareal
Civil/Criminal Judge – Honorable George Paras
Probation Officer – George Kymakis

Hamm seconded the nomination.

Cid made a motion, seconded by Dernulc to close the nominations. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

Cid made a motion seconded by Hamm to approve the nominations as stated. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent

Cid made a motion, seconded by Hamm to defer all open vacancies to 1-14-14. All voted "Yes", except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

Medical Practitioner – Deferred to 1-14-14
Clergy – Deferred to 1-14-14
Government Agency – Deferred to 1-14-14
Intervention Program Provided – Deferred to 1-14-14

In the Matter of Citizen Appointments – County Domestic Violence Fatality Review Team (4)

Cid nominated for Protective Service Employee, Jane Bisbee.

Hamm made a motion to close the nominations. All voted "Yes", except Franklin, "absent". Motion to close the nominations carried 6-yes, 1-absent.

Cid made a motion, seconded by Hamm to approve Jane Bisbee. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

Cid made a motion, seconded by Prince to defer to 1-14-14, the remaining vacancies. All voted "Yes", except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

Survivor of Domestic Violence – Deferred to 1-14-14
Animal Control Officer – Deferred to 1-14-14
Domestic Violence Attorney – Deferred to 1-14-14

In the Matter of Citizen Appointment - County Domestic Violence Fatality Review Team (1)

Cid made a motion, seconded by Hamm to defer to 1-14-14, the DV Direct Service Provider. All voted "Yes", except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

In the Matter of Citizen Appointment – Alcoholic Beverage Board. (1R)

Hamm nominated Tommy Williams for re-appointment. Prince seconded the nomination.

Hamm made a motion, seconded by Dernulc to close the nominations. All voted "Yes", except Franklin, "absent". Motion to close the nominations carried 6-yes, 1-absent.

Hamm made a motion, seconded by Prince to re-appoint Tommy Williams. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

In the Matter of Citizen Appointment – County Property Tax Assessment Board of Appeals (2)

Prince nominated Marty Wachal, and Vern Virek .

Dernulc made a motion, seconded by Prince to close the nominations. All voted "Yes", except Franklin, "absent". Motion to close the nominations carried 6-yes, 1-absent.

Prince made a motion, seconded by Hamm to approve the re-appointment of Vern Virek, and Marty Wachal. All voted "Yes", to approve Vern Virek, except Franklin, "absent". Motion to approve Vern Virek carried 6-yes, 1-absent.

All voted "Yes", to approve Marty Wachal, except Franklin, "absent". Motion to approve Marty Wachal carried 6-yes, 1-absent

In the Matter of Citizen Nomination – Economic Development Commission - Town of Cedar Lake.

NO ACTION TAKEN.

In the Matter of Councilmanic Appointments – Garner Scholarship Committee (2)

Prince nominated Councilman Dan Dernulc, and Councilwoman Christine Cid for re-appointment.

Prince made a motion, seconded by Hamm to close the nominations. All voted "Yes", except Franklin, "absent". Motion to close the nominations carried 6-yes, 1-absent.

Hamm made a motion, seconded by Prince to approve the re-appointment of Councilman Dan Dernulc, and Councilwoman Christine Cid to the Garner Scholarship Committee. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

In the Matter of Lake County Regional Detention Facility for Juveniles Proposal.

Discussion/Action

NO ACTION TAKEN.

In the Matter of 2014 Consulting Contract – Law Office of Ray L. Szarmach, P.C.

Hamm made a motion, seconded by Prince to approve. All voted "Yes", except Franklin, "absent". Motion to approve carried 6-yes, 1-absent.

LAW OFFICE OF RAY L. SZARMACH, P.C.
CONSULTING CONTRACT

THIS AGREEMENT, entered into this 1st day of December, 2013, effective from January 1, 2014 to December 31, 2014, by and between LAW OFFICE OF RAY L. SZARMACH, P.C., (hereinafter called "Consultant") and the LAKE COUNTY COUNCIL (hereinafter called "Council").

Under the statutory provisions in I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), the COUNCIL has the authority to determine the compensation and duties of a Consultant Attorney (Consultant). The purpose of this Contract is to spell out the duties of the Consultant and to enumerate compensation that is consistent with the Council's authority.

WITNESSETH THAT:

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. Employment of Consultant Attorney.
 - A. In accordance with I.C. 36-2-3-10(a) and I.C. 36-2-3.5-5(b)(2), as the fiscal and legislative body of Lake County hereby employs the consulting services of Law Office of Ray L. Szarmach, P.C.
 - B. The Consultant hereby agrees to perform the services for the compensation indicated in this agreement.
 - C. The Consultant will be responsible for all staff and office expenses associated with representation.

2. Scope of Fixed Fee Service. The Consultant shall do, perform, and carry out in a good and professional manner the following services in paragraph 2 for the fixed fee of Six Thousand (\$6,000.00) Dollars per month or a total of Seventy-Two Thousand (\$72,000.00) Dollars per year.
 - A. Legally advise the Council and/or its departments when requested by the Council of duties and authority.
 - B. Attend all meetings of the Council, and Council committees when requested.
 - C. Prepare opinions, reports and documents for the Council as requested.
 - D. Devote such hours as are necessary for the performance of the obligations of the Consultant as outlined in the fixed fee section of the contract.
 - E. The fixed fee payable to the Consultant under this section is payable

out of the Legal Services line item in the Council's General Fund Budget or such other line items under the control of the Council. The fee shall be paid in the sum of Six Thousand (\$6,000.00) Dollars at the first of the month, the first payment due January, 2014.

3. Representation in Litigation.
 - A. The Consultant shall legally represent or designate a representative for the Council as the County fiscal and legislative body in all possible, potential, threatened and actual litigation to include litigation or threats of litigation against the Council as a political subdivision and in any cases filed by the Council as Plaintiff.
 - B. The Consultant shall exercise his discretion after consultation with the Council in determining who shall represent which defendants in all litigation filed against the County and or Lake County Council.
 - C. The Consultant shall keep the Council up-to-date on all proceedings so as to permit the Council to make informed judgments at action stages in any controversy or litigation.
 - D. The Consultant will act as their lead counsel.
 - E. The amount of a fee for representation for in Court litigation shall be determined by the Council on a case by case basis.
4. Bond Counsel.
 - A. The Consultant shall act as local counsel in all proceedings where the Council as the fiscal and legislative body for Lake County are involved in bonding or issuing tax warrants.
 - B. The fees for this service shall be the usual and customary fees applicable to the services rendered by the Consultant in current and bond/warrant fundings undertaken by and/or involving the Council.
5. 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.
6. Changes. The Council 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 Council and the Consultant, shall be incorporated in a written amendment to this agreement.

7. Termination of Agreement. Either party may terminate this agreement, with or without cause, by giving fourteen (14) days written notice to the other party and specifying the effective date of termination.
8. 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.
9. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the Council may have under this contract may be waived in writing by the Council by a formal waiver, if, in the judgment of the Council, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.
10. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.
11. Completeness of Contract. This contract and any additional or supplemental document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.
12. Council Not Obligated to Third Parties. The Council shall not be obligated or liable hereunder to any party other than the Consultant.
13. When Rights and Remedies Not Waived. In no event shall the making by the Council of any payment to the Consultant constitute or be construed as a waiver by the Council 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 Council while any such breath or default shall exist in no way impair or prejudice any right or remedy available to the Council in respect to such breath or default.
14. Personnel. The Consultant represents that he has, secured at his own expense, all staff, office equipment and facility required in performing the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the Council. 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.

15. Equal Opportunity and Affirmative Action. The Consultant agrees by the execution of this contract that in regards to its operations:
- A. No person shall, on the grounds of race, color, national origin or sex, be excluded from participation, be denied the benefits of, or be subject to discrimination.
 - B. The principles of equal opportunity in employment and delivery of services are applicable and commits to a policy and practice of nondiscrimination and affirmation 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 Council and Board of Commissioners of the County of Lake on May 31, 1977, as applicable are incorporated by reference as part of this agreement.
 - D. The provisions of all Federal Civil Rights laws and the Indiana Civil Rights Law as applicable are incorporated by reference as part of this agreement.
 - E. Breach of any of the equal opportunity and/or nondiscrimination provisions of the agreement remedy available to the Council in respect to such breach or default.
 - F. Where applicable, nondiscriminatory clauses and affirmative action clauses shall be made a part of any agreement, contract or lease between the Consultant and any organization, corporation, subcontractor or other legal entity that benefits from the funds paid to the Consultant by this agreement.
16. 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 of portions of this agreement are found to be void and voidable portions; these portions shall be stricken and the remaining portions enforced;
 - B. Consultant may not subcontract any part of the work covered herein without the prior written consent of the Council.
 - C. The Consultant is personally responsible for paying any fines or sanction penalties which any Judge or Administration Board orders the Consultant personally to pay because of the actions of the

Council Consultant in violating applicable procedural rules, the rules of professional conduct, and/or the rules of the administrative board. These sums will not be reimbursed by the Council, or any of its elected or appointed officials or employees.

- D. The Consultant shall be deemed an independent contractor and not an employee of the Council, and shall not file any claim under Workers Compensation or Occupation Disease against the Council for any injury or disease arising from the performance of this contract.
 - E. Any dispute arising under this consulting contract shall be submitted to binding arbitration as the sole and exclusive remedy of either party.
17. Notice. Any notice, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the addresses noted below:

Law Office of Ray L. Szarmach, P.C.
Attorney at Law
260 E. 90th Dr.
Merrillville, IN 46410

Lake County Council
2293 N. Main St.
Crown Point, IN 46307

18. Conflict of Interest. The following provisions of Lake County Council Ordinance No. 1356C are incorporated as part of this contract.
- A. The Council has the right to prohibit activity it deems in conflict of interest with Council's employment. Activities are to be monitored by the official. (Ord. 1356C, passed 1-8-13).
 - B. Neither Council employee whose job description included the provision of legal services nor any person, partnership or corporation of any type, acting as a contract agent to provide legal services for the Council, its elected officials, its appointed officials, employees, departments, agencies or agents shall represent any person, partnership or corporation of any type in any manner in or out of court in a proceeding, claim, or action where the legal services provided for the client seeking in part legal redress against the Council or Lake County Government, its elected officials, its appointed officials, employees, departments, agencies or agents.
 - C. The prohibition against legal representation outlined in the paragraph above shall be placed in all Council contracts for legal services. If the restriction on legal representation is violated, the contract with the Council shall be null and void and any monies

paid under the contract after the violation shall be deemed unearned and shall be repaid to the Council with eight (8%) percent interest.

19. Information Availability.

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

20. E-Verification.

- A. I.C. 22-5-1.7 Chapter 1.7, Public Contract Services, Business Entities; Unauthorized Aliens.
- B. I.C. 22-5-1.7-2 "Contractor" as used in this chapter, "contractor" means a person that has or is attempting to enter into a public contract for services with a state agency or political subdivision.
- C. I.C. 22-5-1.7-3 "E-Verify program" as used in this chapter, "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV'S 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control.
- D. I.C. 22-5-1.7-4 "Person" as used in this chapter, "person" means an individual, a corporation, a limited liability company, a partnership, or another legal entity.
- E. I.C. 22-5-1.7-5 "Political subdivision" as used in this chapter, "political subdivision" has the meaning set forth in I.C. 36-1-2-13.
- F. I.C. 22-5-1.7-6 "Political contract for services" as used in this chapter, "public contract for services" means any type of agreement between a state agency or a political subdivision and a contractor for the procurement of services.

- G. I.C. 22-5-1.7-0 "Unauthorized alien" as used in this chapter, "authorized alien" has the meaning set forth in 8 U.S.C. 1324a(h)(3).
- H. I.C. 22-5-1.7-11 Contractors with public contract for services required to use E-Verify program; business entities that receive certain grants required to use E-Verify program Sec. 11. (a) This subsection applies only to a public contract for services entered into or renewed after June 30, 2011. A state agency or political subdivision may not enter into or renew a public contract for services with a contractor unless:
1. The public contract contains:
 - A. A provision requiring the contract to enroll in and verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program; and
 - B. A provision that provides that a contract is not required to verify the work eligibility status of all newly hired employees of the contractor through the E-Verify program if the E-Verify program no longer exists; and
 2. The contractor signs an affidavit affirming that the contractor does not knowingly employ an unauthorized alien.
- (b) A state agency or political subdivision may not award a grant of more than One Thousand (\$1,000.00) Dollars to a business entity unless the business entity:
1. Signs a sworn affidavit that affirms that the business entity has enrolled and is participating in the E-Verify program;
 2. Provides documentation to the state agency or political subdivision that the business entity has enrolled and is participating in the E-Verify program; and
 3. Signs an affidavit affirming that the business entity does not knowingly employ an unauthorized alien.
- I. I.C. 22-5-1.7-15 Certification by subcontractor. If a contractor uses a subcontractor to provide services for work the contractor is performing under a public contract for services, the subcontractor shall certify to the contractor in a manner consistent with federal law that the subcontractor, at the time of certification:
1. Does not knowingly employ or contract with an unauthorized alien;

- 2. Has enrolled and is participating in the E-Verify program.
- J. Affidavit by contractor. By execution of this contract I swear under the penalties of perjury that my company does not knowingly employ an unauthorized alien.

21. I hereby certify that I am not engaged in investment activities in Iran per I.C. 5-22-16.5-13.

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

LAKE COUNTY COUNCIL

CONSULTANT ATTORNEY

LAW OFFICE OF RAY L. SZARMACH, P.C.

TED A. BILSKI, President
Christine Cid
CHRISTINE CID

BY: *[Signature]*
RAY L. SZARMACH

DAVID HAMM
Eldon Strong
ELDON STRONG

JEROME A. PRINCE

DANIEL E. DERNULC

ELSIE FRANKLIN

In the Matter of Interlocal Agreement 12-6-13 Draft – Interlocal Agreement for Consolidation of Public Safety Answering Points (PSAPs) in Lake County, Indiana

Strong made a motion, seconded by Hamm to approve the version submitted on 12-6-13.

Strong said this took a lot of hours, and a lot of work, and he believes that it is going to be definitely a benefit to Lake County, we still have a lot of work to move forward with, but he believes that we need to do this, at this point, and get this “ball rolling” for the County.

Cid said she wanted it noted somewhere in the hiring practice, that they follow the Employee Policy Ordinance that we have.

Attorney Szarmach said that the State Statutes requires, or states that the Commissioner shall have the power to hire, and they are obviously under our County policy.

Cid said the only other concern that she has is that she doesn’t agree with the financial part of this agreement, too much burden is being placed on the County, such as, the repayment will be on an annual basis for municipal leases, and bonds will be the responsibility of the County, any deficiencies, if any, in

the operation's funding plan for the Department shall be the responsibility of the Lake County Council to determine how any additional costs shall be paid from the County general fund.

Cid said that she agrees more with the entities contributing a portion of their public safety tax.

Dernulc said that he agrees with Cid, he believes that they have come a long way, but his biggest concern is our finances, and he thinks that taxing the residents with that tax, along with the interest is not where we want to be, we have come a long way.

Prince said the fact that it is an interlocal agreement, and even though the County has ultimately decided to bear a considerable amount of the expenses associated with it, Prince said he thinks that it is important to note the folks that are here who worked with this Program from a personal perspective. Prince said he didn't work with it as closely as perhaps a person on the Committee, and then the members here. Prince then said those who participated should be acknowledged, and commended for doing such, this was no easy task to work with 18 different units of government, and then obtain an agreement that may, or may not ultimately be on time. He asked those who worked on the agreement to raise their hands. He acknowledged Dante, and the Commissioner, the new 911 Director, and the Sheriff

Prince said, the citizens are absolutely an integral part of it, however; structurally, as it has been set up, there was a Committee that was established to do this, and from a personal perspective, Prince said he has observed the ends and outs, if you will, and just the consternation that's been involved with this process, so as he spoke earlier, and mentioned the time-frame that was associated with this, he thinks that now is absolutely the time, and this appears to be the first time in the history of this entire agreement that we have had such a consolidated, or at least a consensus on the document that's been presented, so Prince said, he is glad to vote on this today.

Bilski agreed and said that a lot of hard work went into this, with a lot of legislation. Bilski said all the entities did a stellar job putting this together.

Attorney Szarmach said this is an amazing document. It took 18 municipalities in Lake County to come to, some what of an agreement with a Document, that's somewhat of a rarity. He wanted to point out that Nicole Bennett really took the "bull by the horns" 18 months ago, and was given a 7 page document, and really led the Commission through a lot of uncharted ground, and brought everybody together, and Attorney Szarmach said he thinks she deserves some recognition.

Strong said he concurs with the thoughts of Councilwoman Cid, and Councilman Dernulc, he also has issues on some of the finances, however; and politics, and in the world especially of Lake County, it's going to take some give, and some take, and he would like to see some more things that would benefit the County but, saying that, and getting that accomplished is just not going to happen, so he thinks that right now we've come up to the best possible agreement that we can come to, that we can achieve, and that's still going to be a work process from here forward, but I am supporting this, and I think it's the best move that we can do at this point. I think it's what we need to do.

All voted "Yes", except Dernulc, and Cid, "No". Franklin, "absent". Motion to approve carried 4-yes, 2-no, and 1-absent.

December 6, 2013

**INTERLOCAL AGREEMENT FOR CONSOLIDATION
OF PUBLIC SAFETY ANSWERING POINTS
(PSAPs) IN LAKE COUNTY, INDIANA**

1. Purpose: (IC 36-1-7-3(a)(2))

1.1 The purpose of this Interlocal Agreement ("Agreement") is to bring Lake County into compliance with IC 36-8-16.7-47(e) requiring that each Public Safety Answering Point ("PSAP") operator in Lake County enter into an Interlocal Agreement under IC 36-1-7 with every other PSAP operator in Lake County to ensure that Lake County does not contain more than two (2) PSAPs after December 31, 2014 as required by IC 36-8-16.7-47(c).

1.2 The purpose of the Interlocal Agreement is to create a consolidated PSAP for the purposes of receiving E-911 calls, receiving other requests for public safety services and dispatching emergency services for all police and fire agencies, as well as emergency medical services in Lake County.

2. Duration of Agreement: (IC 36-1-7-3(a)(1))

2.1 This Agreement remains in effect until IC 36-8-16.7 is modified by the Indiana General Assembly and the law no longer mandates consolidation of 911 services.

2.2 Should the law be changed and no longer require consolidated PSAP services, the Agreement may be terminated in accordance with §12 of this Agreement.

3. Plan for Consolidation: (IC 36-8-16.7-47(g)(1)(A))

3.1 Number and Location of PSAPs

- A. Not later than December 31, 2014, Lake County shall operate no more than two (2) PSAPs.
- B. The Lake County consolidated PSAP shall be located at the Lake County Government Complex, Administration Building, 2293 N. Main Street, Crown Point, IN 46307.

3.2 Process of Consolidation

- A. The Lake County Public Safety Communications Commission, ("Commission") created by Lake County Council Ordinance 1335B enacted May 5, 2011 (repealed July 9, 2013) and Lake County Ordinance 1362A enacted July 9, 2013 and amended by Lake County Ordinance 1362A-1 enacted September 11, 2013, is the body responsible for implementing the process of consolidation.
- B. The Lake County Public Safety Communications Department ("Department") is the administrative entity to operate the consolidated 911 dispatch function for all Lake County's fire, ambulance, and law enforcement agencies.
- C. The Commission, with recommendations from the 911 Executive Director, shall determine the process and the exact sequence that each local government unit's PSAP operation is merged into the Lake County Public Safety Communications Department.

3.3 Responsibility of Seventeen (17) Local Government Units with PSAPs

- A. Each of the seventeen (17) local government units that previously did or currently do operate PSAPs in Lake County shall do the following:

- (1) Assist in the establishment of the consolidated PSAP by providing reasonable access to authorized contractors to assess dispatch and radio equipment at the unit's facilities and provide reasonable access to information regarding personnel and operations;
- (2) Allow the Commission to use its radio frequencies, if needed for public safety interoperability, while the seventeen (17) local government units retain ownership of the licensure of the frequency;
- (3) Allow the Commission to use its communication and water towers, if space is available, to attach transmitters or related equipment thereto for radio transmission, while the specific units retain ownership of the towers.
- (4) Make the required radio purchase as outlined in §8 of this Agreement, and provide the necessary funding by levy transfer as outlined in §9 of this Agreement.
- (5) Purchase, repair, upgrade, and replace in-car and portable radios at the expense of the individual local government unit.
- (6) Each of the seventeen (17) local government units which currently operate PSAPs in Lake County shall take any other actions necessary to effectuate the efficient consolidation of PSAP operations pursuant to this Agreement no later than December 31, 2014.

3.4 **Responsibility of Units without PSAPs.**

The Towns of New Chicago, Schneider and Winfield currently do not have their own PSAPs. Each of these units currently receive service through the Lake County Sheriff's Department. Schneider has a Town Marshall but does not have any PSAP capability. New Chicago and Winfield are serviced under a contract with Lake County whereby the Sheriff provides dispatch services to the towns.

3.5 **Time table for Completing Consolidation**

- A. **August 1, 2014:** Deadline for the State Budget Agency ("SBA") to certify an estimate of the income tax distribution for 2015. IC 6-3.5-1-1.9; IC 6-3.5-6-17; IC 6-3.5-7-11.
- B. **August 2, 2014:** Any political subdivision that in 2015 will make a transfer of funds or will receive a transfer of funds as described above for a consolidation of emergency 911 and/or PSAP services effective 2015 must inform the Department of Local Government Finance ("DLGF") on or before August 2, 2014 of the amount of the transfer and its proposed 2015 maximum levy. This information will facilitate the Department's review of budgets for 2015.
- C. **August 7, 2014:** All units shall submit their 2015 budgets to their fiscal bodies no later than August 7, 2014 as required, and include in their 2015 budgets the cost of operating their own PSAPs in 2014 as if consolidation will not take place.
- D. **September 1, 2014:** All units must certify a maximum levy decrease amount to the DLGF on or before September 1 of the year preceding the year in which the adjustment is to take effect. IC 36-1-7-16.
- E. **September 13, 2014:** Last day for first publication of proposed 2015 budgets, rates, and levies and notice to taxpayers of public hearing (Budget Form 3). IC 6-1.1-17-3.

- F. **September 20, 2014:** Last day for second publication of proposed 2015 budgets, rates and levies and notice to taxpayers of public hearing (Budget Form 3). IC 6-1.1-17.3.
- G. **September 30, 2014:** Deadline for the State Budget Agency ("SBA") to certify the actual income tax distributions for 2014. IC 6-3.5-1.1-9; IC 6-3.5-6-17; IC 6-3.5-7-11.
- H. **October 1, 2014:** Effective date for LOIT rate changes adopted by ordinance after December 31, and before September 1. IC 6-3.5-1.1-1.5; IC 6-3.5-6-1.5; IC 6-3.5-7.4.9.
- I. **October 21, 2014:** Deadline for the County to file an Extension of Services excess levy appeal to the DLGF to have effect for the following year. IC 36-1-7-16; IC 6-1.1-18.5-13(a)(1).
- J. **October 22, 2014:** Last possible day for taxing units to hold a public hearing on their 2014 budgets. Public hearing must be held at least ten days before budget is adopted (except in Marion County and in second class cities). This deadline is subject to the scheduling of the adoption meeting, which could be held before November 1. IC 6-1.1-1-17-5.
- K. **November 1, 2014:** Deadline for all taxing units to adopt 2015 budgets, rates, and levies.
- L. **December 31, 2014:** Deadline for Lake County to contain no more than 2 PSAPs. IC 36-8-16.7-47(C). The transition into the consolidated PSAP will occur during the second half of 2014 so as to meet this deadline.
- M. **February 17, 2015:** The Department certifies 2015 budgets, rates, and levies. IC 6- 1.1-17-16; IC 36-1.5-4-7.

3.6 **Effective Date of Agreement.**

- A. The fiscal body of each unit must approve the Agreement either before or after its execution by the unit's executive to be effective without Indiana Attorney General approval. IC 36-1-7-4.
- B. The fiscal body for a city is its city council; the fiscal body for a town is its town council; and the fiscal body for Lake County is its county council.
- C. The executive for a city is its mayor; the executive for a town is its town board president; and the executive for Lake County is its Board of County Commissioners.
- D. If the Agreement is not approved and executed by the executive and fiscal body of one or more units, then the Agreement must be approved by the Indiana Attorney General. IC 36-1-7-4. If the Indiana Attorney General fails to disapprove the Agreement within sixty (60) days after it is submitted, the Agreement is considered approved. IC 36-1-7-4.
- E. If the Indiana Attorney General on behalf of the State 911 Board issues an opinion that the Agreement concerns the provision of services or facilities that the State 911 Board has the power to control, this Agreement must be submitted to the State 911 Board for approval before it takes effect. IC 36-1-7-5. If the State 911 Board fails to disapprove the Agreement within sixty (60) days after it is submitted, the Agreement is considered approved. IC 36-1-7-6.
- F. After all necessary approvals, this Agreement is effective on the date that a copy is recorded with the Lake County Recorder. IC 36-1-7-6.
- G. Not later than sixty (60) days after the Agreement is recorded with the Lake County Recorder, a copy must be filed with the Indiana State Board of Accounts for audit purposes. IC 36-1-7-6.

4. Administration of Agreement (IC 36-1-7-3(a)(5)(A))

The administration of this Agreement shall be through the Lake County Public Safety Communications Commission ("Commission"). Lake County Council Ordinance 1335B initially created only the Lake County Public Safety Commission and not a PSAP Department. Lake County Council Ordinance 1362A enacted July 9, 2013 rescinded Ordinance 1335B and recreated the Commission as well as created a new department in Lake County Government known as the Lake County Public Safety Communications Department ("Department"). Lake County Ordinance 1362A was amended by Lake County Ordinance 1362A-1 enacted September 18, 2013 which modified the appointees to the Commission.

5. Commission to Consolidate 911 Dispatch Function and Interoperable Communications System

5.1 The Commission is the oversight body for the consolidated 911 Dispatch Function and Interoperable Communications System.

5.2 The Commission is comprised of the following twenty-one (21) voting members and one (1) non-voting advisor:

- A. The Chief of Police, Chief of the Fire Department, or Emergency Management Director as appointed by the Mayors of Gary, Hammond, East Chicago, Crown Point, Hobart, Lake Station and Whiting (seven (7) voting members).
- B. The Chief of Police, Chief of the Fire Department, or Emergency Management Director as appointed by the Town Council Presidents of Cedar Lake, Dyer, Griffith, Highland, Lowell, Merrillville, Munster, New Chicago, Schererville and St. John (ten (10) voting members).
- C. Lake County Sheriff who serves by virtue of office (voting member).
- D. One member of the Lake County Board of Commissioners (voting member).
- E. One member of the Lake County Council (voting member).
- F. One member representing unincorporated Lake County appointed by the Lake County Board of Commissioners (voting member).
- G. Lake County Emergency Management Director who serves by virtue of office (non - voting advisor).
- H. If the Town of Schneider or the Town of Winfield ever establish a police department then each of their town board presidents shall be entitled to appoint a Chief of Police, Chief of the Fire Department, or Emergency Management Director to the Commission and said appointments shall be voting members.

5.3 The three primary responsibilities of the Commission are:

- A. Ensure that all of Lake County's seventeen (17) PSAPs enter into an Interlocal Agreement under IC 36-1-7 so that there are not more than two PSAPs after December 31, 2014.
- B. Consolidate the PSAPs with as little impact upon public safety as possible.
- C. Operate an efficient and responsive 911 system.

- 5.4 The Commission's powers include:
- A. Operating and maintaining the consolidated dispatch function and interoperable communications system including: frequency planning, managing the licensing of frequencies with the Federal Communications Commission and anything else needed for the proper functioning of the consolidated dispatch center and interoperable communications system.
 - B. Developing means of sharing information operationally and technologically to improve public safety.
 - C. Developing a personnel system for employees of the Commission including staffing, salary, benefits and standards for hiring, and disciplining employees.
 - D. Accepting revenue from fees, gifts, devises, bequests, grants, loans, appropriations, revenue sharing, other financing and any other aid from any source.
 - E. Creating committees to assist in carrying out its purposes.
 - F. Establishing the procedures to be followed by the Department in its operations.
- 5.5 The Commission shall make recommendations to the County Commissioners regarding:
- A. Financing, purchasing and contracting for the implementation of a consolidated dispatch function that complies with state law and an interoperable communications system.
 - B. Contracting with consultants including architects, engineers, attorneys, auditors and others to assist in the financing, planning, development and implementation of the consolidated dispatch function and interoperable communications system.
 - C. Acquiring personal or real property, or any interest therein, by lease or conveyance.
 - D. Recommending persons for the position of Executive Director who shall be selected by the Board of Commissioners from the list of candidates.
 - E. Owning, improving and constructing facilities on real property.
 - F. Conveying, leasing, mortgaging or otherwise disposing of or encumbering personal or real property, or interests therein, or facilities on it.
 - G. Assessing charges for using the consolidated dispatch center and interoperable communications system.
 - H. Entering into and performing use and occupancy agreements concerning the consolidated 911 dispatch function and interoperable communications system.
- 5.6 The Commission shall make recommendations to the County Council regarding:
- A. The Commission's annual budget required to operate the Department;
 - B. The staff structure of the Department to be adopted by the Council in its fiscal capacity.
 - C. The number of departmental employees, their compensation, and their benefits.

5.7 The Commission's Executive Board

- A. The Commission shall have a five (5) member 911 Executive Board consisting of the following:
- (1) The Chairman of the Commission;
 - (2) The Vice-Chairman of the Commission;
 - (3) The Lake County Commissioner who is serving on the Commission; and
 - (4) Two (2) members of the Commission selected by an affirmative vote of the majority of the total number of members serving on the Commission.
- B. The 911 Executive Board shall conduct the business of the Commission, except the Commission shall have the sole authority for:
- (1) The adoption and amendment of bylaws, rules, and procedures for the operation of the Commission;
 - (2) The election of the 911 Chairman and Vice-Chairman; and
 - (3) The development of the budget to be submitted to the Lake County Council for approval.

6. Department to Operate 911 Dispatch Function and Interoperable Communication System

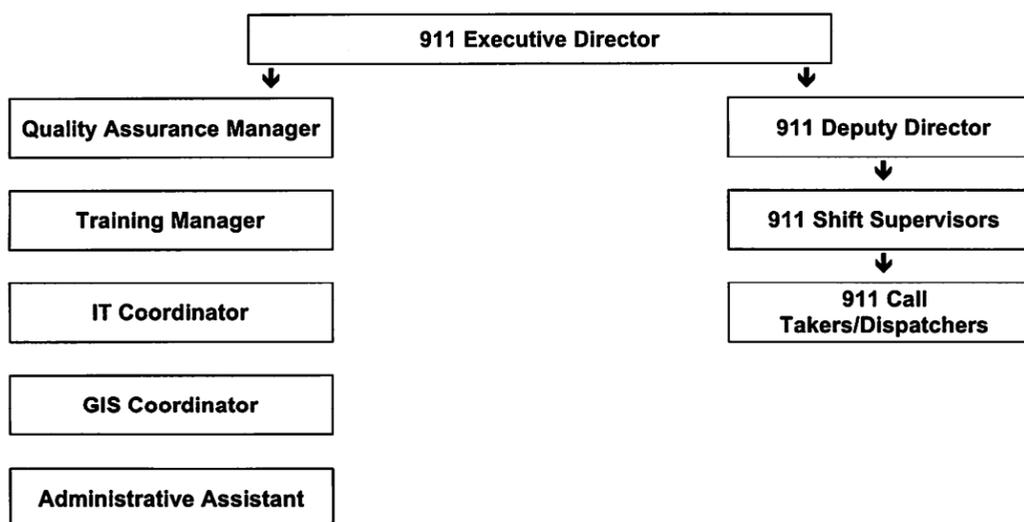
The Lake County Public Safety Communications Department ("Department") is the administrative entity to operate the consolidated PSAP 911 dispatch function for all of Lake County's fire, ambulance and law enforcement agencies.

6.1 Staffing Plan for the Department (IC 36-1-7-3(a)(3) and IC 36-8-16.7-47(g)(2)

The persons filling the Department staff positions shall be employees of Lake County and shall be subject to all policies, benefits, and pay as determined by the Lake County Council.

- 6.2 The Department shall be under the supervision of an Executive Director who is hired by the Lake County Commissioners and reports to the Lake County Commissioners by and through the Commission.
- 6.3 The Executive Director shall submit to the Commission a classification of positions in the Department which shall include the determination of reasonable standards of qualifications and fix the prerequisites of training, education, and experience.
- 6.4 The Commission shall submit its recommendations on the positions and staff structure to the Lake County Council for adoption in its fiscal capacity by July 1 each year for the following year.
- 6.5 The Executive Director, with approval of the Commission, has the authority to set standards, policies, procedures, rules, and regulations in prescribing conduct, performance, and duties required of the Department's employees.

- 6.6 The Executive Director shall select employees to fill the staff positions in the Department subject to the review and recommendation of the Commission's Human Resources Committee, and upon approval of the Lake County Commissioners in accordance with State law.
- 6.7 The applicants for the staff positions in the Department shall apply during the designated application period and if selected based upon the results of testing, experience and abilities, will be offered a position of employment in the Department to begin no later than December 31, 2014. These new employees shall terminate their existing employment, if any, and become an employee of the Department.
 - A. The salary offered to each new employee will be based upon the Department's budget and salary considerations and will not be based upon prior salary or benefits of the employee if they were previously employed with any one of the local government units.
 - B. If the hiring of an employee by the Department in calendar year 2014 results in a personnel shortage to a local government unit as a result of the Department's new employee leaving his/her current position with a local government unit, the local government unit is responsible for obtaining a temporary replacement and paying his/her wages for dispatch services for the City or Town only until December 31, 2014.
- 6.8 The Executive Director shall assign the duties of the Department's employees in a manner that achieves the effective operation of the Department and assists to increase public safety. The Executive Director shall insure that the Department and its operations meet all of the standards established for E-911 Interoperability.
- 6.9 The proposed staffing plan for the Department is outlined as follows:



6.10 **Protocol for the Department to Receive 911 Calls and Dispatch Public Safety Agencies (IC 36-8-16.7-47(g)(3))**

The protocol to be followed by the Department in receiving incoming 911 calls and dispatching appropriate public safety agencies to respond to calls will be as follows:

- A. Calls will be processed on a two tier level (stage two dispatching): call-takers and dispatchers. When an emergency call is received, the call taker will obtain detailed call information (utilizing nationally recognized protocols) and enter that call into the computer-aided dispatch system (CAD). In turn, the CAD system routes the call to the proper dispatcher. Dispatchers will be designated and trained for police or fire/emergency medical services. Calls will be routed to the properly designated dispatching entity.

7. **Purchasing Method**

7.1 The Commission shall solicit proposals through a Request for Proposals pursuant to IC 5-22-9-1 *et. seq.* to locate, determine, and hire vendors to contract with for the infrastructure, equipment and user equipment for the start up of the Consolidated 911 facilities and operations. Said contracts will be entered into by the Lake County Commissioners.

7.2 Each municipality may use any purchasing method they choose, as allowed by law, to purchase the in-car and portable radios needed by each unit as set forth in § 8.

8. **Capital Funding Plan (IC 36-8-16.7-47(g)(2) and IC 36-1-7-3(a)(3))**

8.1 The Commission shall have an estimated facilities and equipment capital funding plan capable of building, developing and purchasing equipment in 2014 for the Department in a cost efficient manner while meeting the public safety needs of Lake County.

8.2 The proposed estimated capital plan for the start-up of the facilities and operations is as follows:

LAKE COUNTY 911 CAPITAL EXPENDITURES	
LINE ITEM/SUB LINE ITEM	BUDGET
911 Center Building Renovation	\$ 3,232,000
Radio System	\$ 11,000,000
Radio Back-up core switch	\$ 650,000
Towers-Main, Back-up & Hobart	\$ 750,000
Recording System	\$ 300,000
Console Furniture	\$ 710,000
CAD/RMS System	\$ 900,000
PRO Q/A	\$ 716,000
Net Motion	\$ 200,000
2 Factor Login	\$ 79,000
Video Monitoring System	\$ 315,000
Office Furniture	\$ 150,000
CAD/RMS & In House Computers	\$ 91,200
Computer & Video Monitors	\$ 119,000
Computer Servers & Software	\$ 250,000
Computer Hardware Cabinets	\$ 63,000
Administrative Phone System	\$ 150,000
TOTAL	\$ 19,675,200

- 8.3 The funds needed to acquire the necessary equipment required for the Department will be obtained through municipal lease(s) and bond(s). The repayment on an annual basis for municipal lease(s) and bond(s) will be the responsibility of the County.
- A. Upon receipt of bids in response to a Request for Proposals, said proposals shall be submitted to the Commission's Executive Board for review and recommendation to the Lake County Commissioners.
- B. The signatory to any municipal lease will be the Lake County Commissioners.
- 8.4 The individual units shall directly purchase the number of in-car and portable radios needed by its individual police and fire departments at their own cost. Each unit shall individually determine how many radios it will purchase. The in-car and portable radios for police and fire needed by the individual townships shall be determined by and included in the budget of the County due to the fact that the Lake County Commissioners serve as mayors to the townships.
- 8.5 All in-car and portable radios purchased by the individual units shall comply with the minimum standards issued by the Commission. The Commission will provide said standards to the units after the bid is awarded and a contract is entered into with the provider from whom the radio system will be purchased. All radios shall be received by the individual units no later than September 1, 2014.
- 8.6 All in-car and portable radios will only be programmed by a radio service provider approved by the Commission. Individual departments or units shall not attempt to program their own radios. It is imperative to the proper functioning of the entire radio system that the radio programming be uniform.
- 9. Operations Funding Plan (IC 36-1-7-3(a)(3), IC 36-8-16.7-47(g)(2)) and IC 36-1-7-16**
- 9.1 The Commission shall annually adopt an operations funding plan capable of operating the PSAP in a cost efficient manner while meeting the public safety needs of Lake County. The Commission shall recommend a budget to the Lake County Council for adoption by July 1 each year.
- 9.2 The Lake County Council is the appropriating body with the final authority to establish the budget for the Department's operation of the PSAP after considering the recommendations of the Commission.
- 9.3 The Lake County Treasurer and the Lake County Auditor are the fiscal agents to receive, disburse, account for, and invest the Commission's funds. IC 36-1-7-4(A)(3).
- 9.4 The cost of operating the Department is the responsibility of Lake County, like all other offices of county government.
- 9.5 A deficiency, if any, in the operation's funding plan for the Department shall be the responsibility of the Lake County Council to determine how any additional costs shall be paid from the County general fund. The individual municipalities' only financial obligation is the levy transfer set forth in §9.7(C)(5). The individual municipalities shall not be responsible for any costs of, or required in any manner to contribute to, the operation expenses of the Department at the time of execution of this Agreement or any time in the future.
- 9.6 The primary sources of funding for 911 operations shall be as follows:
- A. The guaranteed annual revenue from Statewide 911 Fees specified in IC 36-8-16.7 37(a)(2), which for Lake County in state fiscal year 2013-2014 is two million six hundred thousand dollars (\$2,600,000). This amount will be increased each year by a percentage that does not exceed

the percent of increase in the United States Department of Labor Consumer Price Index during the twelve (12) months preceding the state fiscal year for which the distribution is made.

- B. The additional annual Statewide 911 Fees specified in IC 36-8-16.7-37(a)(3) that might be available to Lake County in any of the years cannot be determined. There is no statistical basis for making an estimate. Therefore, in the budget analysis the dollar total is zero.
- C. The annual property tax funds that the DLGF will transfer in 2015 from the operating budgets of each of the Lake County political subdivisions to the budget of Lake County for operation of the consolidated PSAP pursuant to this Agreement. Said levy transfers are determined by law as follows:
- (1) Under IC 36-1-7-16 when a political subdivision enters into an agreement with one or more other political subdivisions under IC 36-1-7 to transfer, combine, or share powers, duties, functions, or resources; and the political subdivision realizes through the transfer, combination, or sharing of powers, duties, functions, or resources a:
 - (a) savings; or
 - (b) reduction in the reasonably foreseeable expenses that would otherwise have been incurred by the political subdivision if the transfer, combination, or sharing of powers, duties, functions, or resources had not taken place;

The DLGF will decrease the maximum permissible property tax levies, maximum permissible property tax rates, and budgets (under IC 6-1.1-17 and IC 6-1.1-18.5) of the political subdivisions that are signatories to this Agreement to:

 - (c) eliminate double taxation by different political subdivisions for services; or
 - (d) eliminate any excess by which the amount of property taxes imposed by the political subdivision exceeds the amount necessary to pay for services.
 - (2) The fiscal body of each of the political subdivisions shall determine and certify to the DLGF the amount of the adjustment, if any, to be made. The amount of the adjustment, if any, to be made must comply with this Agreement under which the political subdivision transfers, combines or shares powers, duties, functions, or resources.
 - (3) The Department of Local Government Finance issued a definitive memorandum dated June 6, 2013 entitled "UPDATE to March 25, 2013 Memorandum Entitled Emergency 911 & Public Safety Access Point ("PSAP") Funding". The steps outlined in the definitive memorandum for the determination of the levy amount transferred to a county are as follows:
 - (a) The Department of Local Government Finance must adjust each political subdivision's maximum levy in accordance with IC 36-1-17-16.
 - (b) The dollar total of the maximum levy that is used by the transferring political subdivision for PSAP services prior to consolidation must be determined.
 - (c) The amount to be included in the county budget from the transferring unit is determined through an analysis of the transferring unit's levy and budget.

- (d) The DLGF will then increase the county's levy by the amount identified in the above analysis.
- (4) In accordance with IC 36-1-7-16, the fiscal body of each of the political subdivisions of Lake County provided details of salary, wages, benefits and PSAP operational costs for the past 3 years to financial consultants, Cender and Company, for evaluation and determination of total PSAP costs.
- (5) The fiscal body of each of the political subdivisions realizes, through the transfer, combination, or sharing of powers, duties, functions or resources, a savings or reduction in the reasonably foreseeable operational expenses that would otherwise have been incurred if 911 Consolidation had not taken place. These values for each political subdivision are as follows:

RECOMMENDED LEVY SHIFTS PER PSAP	
TAXING UNIT	CHANGE IN 2015 LEVY
Cedar Lake	\$ 131,658.00
Crown Point	\$ 336,474.00
Dyer	\$ 194,514.00
East Chicago	\$ 1,001,406.00
Gary	\$ 1,350,941.00
Griffith	\$ 201,228.00
Hammond	\$ 1,158,871.00
Highland	\$ 225,650.00
Hobart	\$ 364,087.00
Lake County	\$ 801,620.00
Lake Station	\$ 162,582.00
Lowell	\$ 193,232.00
Merrillville	\$ 356,218.00
Munster	\$ 253,988.00
New Chicago	\$ 16,967.00
Schererville	\$ 373,416.00
St. John	\$ 293,631.00
Whiting	\$ 146,831.00
TOTAL TO LAKE COUNTY	\$ 7,563,314.00

- (6) In accordance with IC 36-1-7-16, the fiscal body of each of the political subdivisions of Lake County shall determine and certify to the DLGF by September 1, 2014 that the "levy attributable to PSAP cost" for each political subdivision as set forth in above is the amount of adjustment the DLGF must make to the maximum permissible property tax levies, maximum permissible property tax rates, and budgets of each political subdivision under IC 6-1.1-17 and IC 6-1.1-18.5 to eliminate double taxation by different political subdivisions for services; or eliminate any excess by which the amount of property taxes imposed by the political subdivision exceeds the amount necessary to pay for services.
- (7) As a result of the transfer from the operating budgets of each of the political subdivisions to the budget of Lake County, approximately 7.5 million dollars will be shifted from the individual municipalities budget to the budget of Lake County for the Department.

- (a) The certification by each unit to the Department of Local Government Finance of the levy transfers is a one time event which will affect the budgets of each political subdivision in 2015 and every year thereafter. There is no stagger of levy transfers or any additional future transfers.
 - (b) The levy transfer amount set forth for each municipality above shall be permanently removed from the municipalities' budgets in 2015 and transferred to the budget of the Lake County Council to be used exclusively for the 911 Department. The Department of Local Government Finance will reduce each municipality's budget by the certified amount in 2015. Upon this one time transfer, the certified amount will remain in the County's budget in 2015 and for each year thereafter for the Department.
- D. Any other sources of funding for operations available to the Lake County Commissioners or the Commission.

10. Initial Budget and Source of Funds (IC 36-1-7-3(a)(3), IC 36-8-16.7-47(g)(2)) and IC 36-1-7-16

- 10.1 The estimated annual operations budget of the Department for 2015 is identified as follows:
- A. 100 Series (Wages and Benefits) totals approximately \$7 million;
 - B. 200 Series (Supplies) totals approximately \$129,100;
 - C. 300 Series (other charges – maintenance and service contract, utilities, training, etc.) totals approximately \$3 million;
 - D. Total estimated operations budget for 2015 is \$10.1 million.
- 10.2 Included in the budget of the Commission each year shall be the annual payment of \$1.3 million for payment of the Enhanced 911 Service Agreement between Lake County and Indiana Bell Telephone Company Incorporated (AT&T) for dedicated 911 telephone lines. The terms of the current lease agreement with AT&T require payment in this amount annually until 2018. Upon consolidation of all of the local government PSAPs, the Commission, with the assistance of its Executive Director, shall attempt to modify the financial obligation set forth in the lease agreement with AT&T, if possible.
- 10.3 Based upon the available funding sources, the operating budget for the Department proposed for 2015 is as follows:

PRIMARY FUNDING SOURCES FOR ESTIMATED OPERATIONS BUDGETS	
Sources of Funds	2015
Guaranteed Revenue (State 911)	\$ 2,600,000
Property Taxes	\$ 6,700,000*
Additional 911 Fees	\$ 0
Additional Funding Sources	unknown
Total Source of Funds	\$ 9,300,000

Source: Cender and Company.

* The total levy shift recommended is \$7.5 million. As with any property tax levy, these funds will be subject to the constitutional property tax caps. Cender and Company estimates the net effective revenue to the county from this levy at \$6.7 million.

- A. The guaranteed annual revenue from statewide 911 fees will be the base amount of \$2,600,000. This amount will be increased each year by a percentage that does not exceed the percent of increase in the United States Department of Labor Consumer Price Index during the twelve (12) months preceding the state fiscal year for which the distribution is made.
 - B. The guaranteed annual revenue may be adjusted by additional annual statewide 911 fees specified in IC 36-8-16.7-37(a)(3). This source cannot be estimated at this time as there is no quantifiable basis for making any calculations.
- 10.4 The Lake County Council as the fiscal body for the County has the sole authority to establish the budget for the Commission and the Department.
- 10.5 Any additional operational costs of the consolidated PSAP operation that are not paid from the guaranteed annual revenue, additional annual statewide fees, or property tax levy shift are the responsibility of the Lake County Council to determine how any additional costs shall be paid from the County general fund.
- 10.6 The Lake County Public Safety Department is a department of Lake County.

11. **Modification of Agreement**

This Agreement may be modified only by a unanimous affirmative vote of the members of the entire Commission. Additionally this Agreement may be modified only in writing, adopted and executed in the same manner as this Agreement was itself adopted.

12. **Termination of Agreement (IC 36-1-7-3(a)(4))**

This Agreement may be terminated only if IC 36-8-16.7 is repealed or modified so as to no longer require two or fewer PSAPs, and by a unanimous affirmative vote of the members of the entire Commission to terminate based upon the following conditions:

- A. A one-year continuation of this Agreement is required from the date of the unanimous affirmative vote of the members of the entire Commission to terminate this Agreement;
 - B. Termination of this Agreement requires the cities and towns to resume providing E-911 and dispatch services as handled by the units prior to the execution of this Agreement, and;
 - C. The Department shall continue the E-911 and dispatch services for all Lake County local government units as contemplated under this Agreement for a period of one year so arrangements can be made by the units to resume responsibility of providing E-911 and dispatch services to their individual cities and towns, so as not to interrupt essential emergency services for the citizens of Lake County.
 - D. In the event each unit resumes its own dispatch service, the County shall certify to the Department of Local Government Finance the levy amounts set forth in §9.6(C)(5) to be transferred back to the individual units.
13. **Disposal of Property Upon Termination (IC 36-1-7-3(a)(6))**

Upon termination of this Agreement, the personal property assets purchased in the capital expenditure plan shall be disposed of as follows:

- A. The property will be disposed of in accordance with applicable federal and/or state law. Specifically, if the property is procured through the acquisition of federal funds which dictate the procedure for disposal, these rules and regulations must be followed prior to following any state statutes.
- B. All property purchased or used only by one of the units, such as radios and other equipment, will remain the property and responsibility of the purchasing or using party.
- C. If permitted, the tangible and intangible assets, other than the personal property identified in §13(B), shall be valued with allowance for any liens and encumbrances. These assets shall either be distributed in-kind among the participating local government units or be sold and the net proceeds of the sale shall be distributed with each local government unit receiving that percent of the net proceeds that its population represents as a percent of the total population of the local government units participating in this Agreement.

14. Disputes

All disputes which arise concerning the operation of the Department which are not personnel issues covered by the personnel policy, shall be informally discussed by the complaining party and the Executive Director. Any dispute not resolved informally shall be reported to and considered by the Executive Board of the Commission.

- A. In the event that a dispute is not resolved by the 911 Executive Board, the parties agree to submit any disputes to mediation under the Indiana Rules of Alternative Dispute Resolution prior to the initiation of litigation, except for temporary restraining orders and/or preliminary injunction requests. The dispute procedures listed in §14 of this Agreement should not be construed as final administrative procedures but remedies under the law. §14 is merely an avenue for the units to attempt to resolve any disputes prior to formal mediation under the Indiana Rules of Alternative Dispute Resolution.

15. Indemnity

The local government units, as well as their agents and employees, shall not be liable for any claims, demands, damages, liabilities, costs, expenses, actions, causes of action, suits at law or in equity pertaining to the Lake County Public Safety Communications Department, as well as loss, damage, injuries or other casualty of whatsoever kind or by whomsoever caused to the person or property of anyone, on or off the PSAP location at the Lake County Government Complex, Administration Building, 2293 North Main Street, Crown Point, Indiana 46307, arising out of or resulting from the use of the property for the Lake County Public Safety Communications Department, whether due in whole or in part to the negligent acts or omissions of the local government units, their agents or employees; and the Lake County Commissioners in their official capacity, and their assigns do hereby agree to indemnify and hold the local government units, their agents and employees, harmless from and against all claims, demands, damages, liabilities, suits or actions (including all reasonable expenses and attorney fees incurred by or imposed by the local government units in connection therewith), for such claims, demands, damages, liabilities, actions, causes of action, suits at law or in equity, as well as damage, injury or other casualty.

16. Acknowledgement

The signature by a unit's designated officer evidences that the unit has at a properly called meeting approved the Interlocal Agreement and has authorized its officer to execute the Agreement on its behalf.

17. Entire Agreement

This instrument contains the entire Agreement of the parties. No promise, term, condition or representation which is not contained herein shall have any force or effect.

18. Severability

This instrument shall be deemed to be severable such that in the event that any provision hereof is deemed to be invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall remain in effect to the extent practicable.

19. Execution and Counter Parts

This Interlocal Agreement may be executed in counterparts, each of which when executed shall be deemed to be an original, and such counterparts, together, shall constitute but one and the same instrument.

20. Phase In of Operations

The process of constructing new facilities and acquiring equipment, as well as staff, is dependent upon the date when the last of the units executes this Agreement.

APPROVED:

Cedar Lake Town Council
By Its President

Date

Attest:

Date

Town of Cedar Lake Executive
By Its President Cedar Lake Town Council

Date

Attest:

Date

Crown Point City Council
By Its President

Date

Attest:

Date

City of Crown Point
By Its Mayor

Date

Attest:

Date

Dyer Town Council
By Its President

Date

Attest:

Date

Town of Dyer Executive
By Its President Dyer Town Council

Date

Attest:

Date

East Chicago City Council
By Its President

Date

Attest:

Date

City of East Chicago
By Its Mayor

Date

Attest:

Date

Gary City Council
By Its President

Date

Attest:

Date

City of Gary
By Its Mayor

Date

Attest:

Date

Griffith Town Council
By Its President

Date

Attest:

Date

Town of Griffith Executive
By Its President Griffith Town Council

Date

Attest:

Date

Hammond City Council
By Its President

Attest:

Date

Date

City of Hammond
By Its Mayor

Attest:

Date

Date

Highland Town Council
By Its President

Attest:

Date

Date

Town of Highland Executive
By Its President Highland Town Council

Attest:

Date

Date

Hobart City Council
By Its President

Attest:

Date

Date

City of **Hobart**
By Its Mayor

Date

Attest:

Date

Lake Station City Council
By Its President

Date

Attest:

Date

City of **Lake Station**
By Its Mayor

Date

Attest:

Date

Lowell Town Council
By Its President

Date

Attest:

Date

Town of **Lowell** Executive
By Its President Lowell Town Council

Date

Attest:

Date

Merrillville Town Council
By Its President

Date

Attest:

Date

Town of **Merrillville** Executive
By Its President Merrillville Town Council

Date

Attest:

Date

Munster Town Council
By Its President

Date

Attest:

Date

Town of **Munster** Executive
By Its President Munster Town Council

Date

Attest:

Date

New Chicago Town Council
By Its President

Date

Attest:

Date

Town of New Chicago Executive
By Its President New Chicago Town Council

Date

Attest:

Date

Schererville Town Council
By Its President

Date

Attest:

Date

Town of Schererville Executive
By Its President Schererville Town Council

Date

Attest:

Date

St. John Town Council
By Its President

Date

Attest:

Date

Town of St. John Executive
By Its President St. John Town Council

Date

Attest:

Date

Whiting City Council
By Its President

Date

Attest:

Date

City of Whiting
By Its Mayor

Date

Attest:

Date

Lake County Sheriff

Date

Attest:

Date

Lake County Board of Commissioners
By Its President

Date

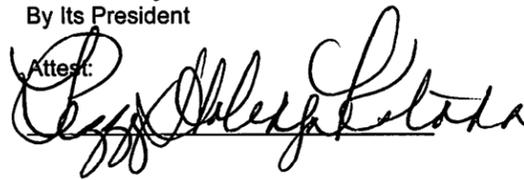
Attest:

Date



Lake County Council
By Its President

Date 12-10-13

Attest:


Date

In the Matter of Approving the Lake County Merit Police Officers Collective Bargaining Agreement for the Calendar Year 2014.

Cid made a motion, seconded by Hamm to approve the Lake County Merit Police Officers Collective Bargaining Agreement for the Calendar Year 2014. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

2014 Lake County Merit Officers' Contract Negotiations Proposal
County Council Negotiation Committee's Response

The Committee offers the following counter:

Pay and Benefits

- A one (1) year contract
- Base pay increase of three percent (3%) for 2014

Language Changes/Corrections

- Section 1.1 – Change to read, “The Employer hereby recognizes the Indiana Fraternal Order of Police Labor Council, Inc. on behalf of Fraternal Order of Police Lodge #15 and the Lake County Police Association #72 AFL-CIO as the sole and exclusive bargaining representatives with respect to wages, hours and other terms and conditions of employment for all permanent sworn employees of the Lake County Police Department *including all Police Officers, Corporals, ADD Sergeants, Lieutenants, Captains, Deputy Commanders, and Commanders.*” — *DEPUTY CHIEF*
Excluding employees in “upper level policy making positions” as defined by Indiana State Statute. All other employees of the Employer are excluded from this bargaining unit.
- Section 5.8 – Change to read correct spelling to read, “The Employer shall notify the Union in advance of any major changes in personnel *policies*. (currently reads polices)
- Section 11.1.B.4 – Change to read, “Respective officer shall have no record of excessive absenteeism for the *preceding* year. (currently reads proceeding)
- Section 22.8 – Change to read, “*Vacation request selection preference shall be by rank, then by time in rank, then by seniority with department*” (deletes: Departmental seniority shall prevail over all other considerations for vacation selections.)

Subject to DLGF Approval

Dated 11-14-13

LCPA # 72
FOP # 125

[Handwritten signatures]

3 *[Handwritten signature]*

County Council
[Handwritten signatures]

SIGNATURE PAGE

The Fraternal Order of Police Chris Anton Lodge # 125, the Lake County Police Association
Local # 72 AFL-CIO, the Indiana Fraternal Order of Police Labor Council, Inc., and the County
Of Lake, by and through their duly authorized representatives, intending to be legally bound, now
Sign this agreement this 10th of December, 2013.

Lake County Council
By [Signature]
Ted Bilski - Councilman / President

By [Signature]
Jerome Prince - Councilman

By [Signature]
Christine Cid - Councilwoman

By [Signature]

Elsie Brown-Franklin
By _____

Daniel Dernulc
By [Signature]

Eldon Strong
By [Signature]

David Hamm
[Signature]

Lake County Commissioner
By _____
Roosevelt Allen - Commissioner / President

By _____
Gerry Scheub

By _____
Mike Repay

UNION / FOP
By [Signature]

Dan Murchek - President - LCPA # 72
By _____

Robert Arnold LCPA # 72 Secretary
By _____

Brain Czerwinski - President FOP #125
By _____

John Kitchen FOP #125 Secretary

In the Matter of Resolution Honoring Crown Point 12U Team Cal Ripken Major 60 – World Series Champions.

Strong made a motion, seconded by Dernulc to approve. All voted "Yes", except Franklin, "absent".
Motion carried 6-yes, 1-absent.

RESOLUTION NO. 13-86

**RESOLUTION HONORING THE CROWN
POINT CAL RIPKEN 12 YEAR OLD ALL STAR TEAM**

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

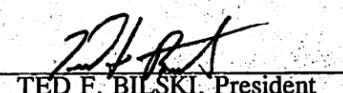
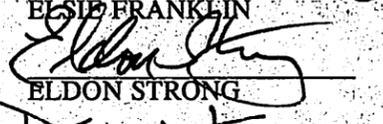
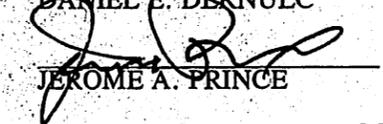
WHEREAS, Lake County has generously sent forth its spirited and athletic youth to compete with other youths of this state and of every country and nation of this world; and

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 Crown Point Cal Ripken 12 Year Old Star Team won the Cal Ripken World Series Championship on August 16, 2013 in Hammond, Indiana, beating New York (Bronx) by a score of 5-4, and an overall World Series record of 6-1.

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 coaches and trainers but most particularly to the players of the Crown Point Cal Ripken 12 Year Old All Star Team, the Cal Ripken World Series Champions; that a copy of this Resolution be spread on the official records of the Lake County Council, and an official copy be delivered to Crown Point Cal Ripken 12 Year Old All Star Team.

DATED THIS 10th day of December, 2013.

 CHRISTINE CID	 TED F. BILSKI, President	 ELSIE FRANKLIN
 DANIEL E. BERNULC		 ELDON STRONG
 JEROME A. PRINCE		 DAVID HAMM

Members of the Lake County Council

In the Matter of Resolution Honoring Crown Point High School Boys Soccer Team – State of Indiana Class 2A Champions.

Strong made a motion, seconded by Dernulc to approve. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

RESOLUTION NO. 13-87

**RESOLUTION HONORING THE
CROWN POINT HIGH SCHOOL BOYS SOCCER TEAM
CLASS 2A INDIANA STATE CHAMPIONS**

WHEREAS, students and scholars from Lake County, Indiana, have consistently excelled in all matters throughout the State and Country; and

WHEREAS, Lake County has generously sent forth its spirited youth to compete in contests in this State, the Nation and the 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 competition demands; and

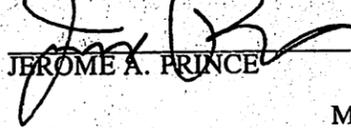
WHEREAS, Crown Point High School Boys Soccer Team captured its second Class 2A State Championship in three seasons by defeating Avon 3-1 at IUPUI's Carroll Stadium on November 2, 2013, in the first title game between unbeaten teams in the 20-year history of the boys soccer state tournament.

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 students and teachers of the Crown Point High School Boys Soccer Team, for their capturing the Class 2A Indiana State Soccer Championship; 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 the CROWN POINT HIGH SCHOOL BOYS SOCCER TEAM.

DATED THIS 10th day of December, 2013.


CHRISTINE CID

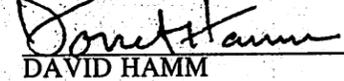

DANIEL E. DERNOLC


JEROME A. PRINCE


TED F. BILSKI, President


ELSIE FRANKLIN


ELDON STRONG


DAVID HAMM

Members of the Lake County Council

In the Matter of Resolution Honoring Jonas Salk Elementary School – 2013 National Blue Ribbon School.

Prince made a motion, seconded by Hamm to approve. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

RESOLUTION NO. 13-88

RESOLUTION HONORING JONAS SALK ELEMENTARY SCHOOL AS A NATIONAL BLUE RIBBON AWARD WINNER

WHEREAS, students and scholars from Lake County, Indiana, have consistently excelled in all academic matters throughout the State and Country; and

WHEREAS, Lake County is justly proud of its sons and daughters who have so willingly taken upon themselves the academic hardships and disciplines; and

WHEREAS, the National Blue Ribbon Schools Program award recognizes public and private elementary, middle and high schools where students either achieve high learning standards or are making notable improvements toward those standards; and

WHEREAS, Jonas Salk Elementary School in the Merrillville Community School Corporation was named a National Blue Ribbon award winner, having been among the top performers on ISTEP+, sporting student pass rates of more than 85 percent on both the math and English/language arts portions of the exam.

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 students, teachers and parents of Jonas Salk Elementary School of Merrillville, Indiana for being a National Blue Ribbon Award Winner.

DATED THIS 10th day of December, 2013.

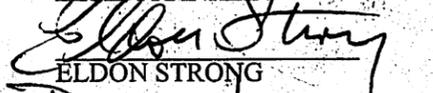

CHRISTINE CID


DANIEL E. DERSULIC


JEROME A. PRINCE


TED F. BILSKI, President


ELSIE FRANKLIN


ELDON STRONG


DAVID HAMM

Members of the Lake County Council

In the Matter of Resolution for Employer Pick-up of the Mandatory Member Contribution.

Hamm made a motion, seconded by Strong to approve. All voted "Yes", except Cid, "No". Franklin was "absent". Motion carried 5-yes, 1-no, 1-absent.

USE EITHER 3A OR 3B

3A. **New Money Pick-Up** - That the above contributions, even though designated as employee contributions for state law purposes, are being paid by the employer in addition to regular compensation as a supplemental contribution that is separate and distinct from the employees' current or future compensation, and in lieu of contributions by the employees.

Such contributions will not be included in the gross income of the employees for any tax reporting purposes, that is for federal, state or local income tax withholding, or FICA taxes, until distributed either through a pension benefit or a lump sum payment. These contributions are made on a pre-tax basis and are paid by the employer on behalf of the employee.

3B. **Salary Reduction Pick-Up** - That said contributions, even though designated as employee contributions for state law purposes, are being paid by the employer via a reduction in salary.

Such contributions will not be included in the gross income of the employees for certain tax reporting purposes, that is, for federal, state, or local income tax withholding, until distributed either through a pension benefit or a lump sum payment. Such contributions will be included in the gross income of the employees for FICA taxes when they are made. These contributions are made on a pre-tax basis but are paid by the employee through a payroll deduction.

4. That said employees shall not be entitled the option of choosing to receive the contributed amounts directly instead of having them paid by the employer to the specified pension fund.

I further certify that the action authorized to be taken by the foregoing resolutions is not contrary to any provision of the Entity.

In witness whereof, I have hereunto affixed my hand and seal of said Entity this 10th day of December, 2013.


(Signature)

President, Lake County Council
(Title)

Ted F. Bilski
(Printed Name)

Notes:

1. The effective date **MUST** be after the date that the resolution is adopted.
2. You must use either 3A or 3B, do not use both.

In the Matter of Resolution Extending the Payment of a Transfer Between Funds (Temporary Loan) Pursuant to I.C. 36-1-8-4(b). (VOCA Grant Fund, Fund No. 280).

Cid made a motion, seconded by Hamm to approve. All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

RESOLUTION NO. 13-90

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (VOCA GRANT FUND, FUND NO. 280)

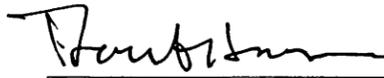
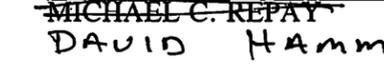
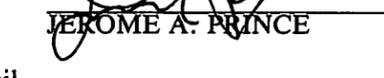
- WHEREAS,** I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and
- WHEREAS,** I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and
- WHEREAS,** I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and
- WHEREAS,** on May 14, 2013 by Resolution No. 13-54, the Lake County Council pursuant to I.C. 36-1-8-4(a) approved the following transfers of funds for a period not to exceed December 31, 2013; to-wit:

\$8,500.00 from the Pretrial Diversion Fund, Fund No. 135 to the VOCA Grant Fund, Fund No. 280; and
- WHEREAS,** the Lake County Council, the fiscal body of Lake County, finds that this is a reimbursable grant; and reimbursement from the Criminal Justice Institute should be made prior to June 30, 2014; and
- WHEREAS,** pursuant to I.C. 36-1-8-4(b) the County Council finds that an emergency exists that requires the extension of the prescribed period for six months to June 30, 2014.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment date of the temporary loan and transfer approved on May 14, 2013 by Resolution No. 13-54 be extended to June 30, 2014, pursuant to I.C. 36-1-8-4(b) as follows:

\$8,500.00 from the Pretrial Diversion Fund, Fund No. 135 to the VOCA Grant Fund, Fund No. 280.

SO RESOLVED THIS 10th DAY OF DECEMBER, 2013.

 CHRISTINE CID	 TED F. BILSKI, President	 MICHAEL C. REPAY
 DANIEL E. DERNULC		 DAVID HAMM
 ELDON STRONG		 ELSIE FRANKLIN
		 JEROME A. PRINCE

Members of Lake County Council

In the Matter of Resolution to Approve the Sheriff's Correctional Officers Bargaining Agreement for the Calendar Year 2014

Dernulc made a motion, seconded by Prince to approve the Correctional Officers Collective Bargaining Agreement for the Calendar Year 2014.

Dernulc said he is going to support this because he wants to make sure that they give raises to everybody, and as we get our finances in order, and Dernulc said he knows that Dante is working with that. He said he doesn't know if that will happen next year, but he thinks overall, for the whole county, that's what they are going to be doing.

Dante said it was set aside, in the Commissioner's budget. It is subject to DLGF approval. We have to send it downstate, in order to get it from the Commissioner' budget into the Sheriff' and Jail budget, in this case, the Jail budget.

All voted "Yes", except Franklin, "absent". Motion carried 6-yes, 1-absent.

RESOLUTION NO. 13-91

RESOLUTION TO APPROVE THE SHERIFF'S
CORRECTIONAL OFFICERS COLLECTIVE BARGAINING
AGREEMENT FOR THE CALENDAR YEAR 2014

WHEREAS, the current Collective Bargaining Agreement between the Lake County Council and the Lake County Sheriff's Correctional Officers expires on December 31, 2013; and

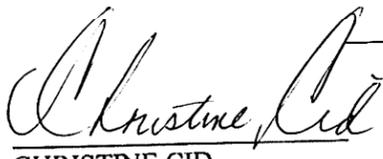
WHEREAS, the Lake County Council and the Lake County Sheriff's Correctional Officers have reached an agreement for a new Collective Bargaining Agreement for one year from January 1, 2014 to December 31, 2014 (Exhibit "A"); and

WHEREAS, the Lake County Council desires to approve the Sheriff's Correctional Officers Collective Bargaining Agreement to cover the period of January 1, 2014 to December 31, 2014.

NOW, THEREFORE, LET IT BE RESOLVED AS FOLLOWS:

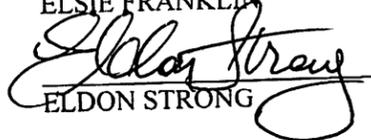
That the Lake County Council hereby approves the Sheriff's Correctional Officers Collective Bargaining Agreement (Exhibit "A") to cover the period from January 1, 2014 to December 31, 2014.

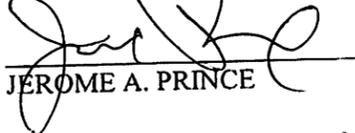
SO RESOLVED THIS 10th DAY OF DECEMBER, 2013.


CHRISTINE CID

TED F. BILSKI, President


DANIEL E. DERNULC

ELSIE FRANKLIN

ELDON STRONG


JEROME A. PRINCE

DAVID HAMM

Members of the Lake County Council

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

| THE COUNTY OF LAKE
LAKE COUNTY, INDIANA

AND

| LAKE COUNTY CORRECTIONAL ASSOCIATION, LOCAL
CHAPTER 11, affiliated with the
INTERNATIONAL UNION OF POLICE
ASSOCIATIONS, AFL-CIO

January 1, 2014 - December 31, 2014

Lake County Sheriffs Department, Corrections Division,
2293 North Main Street, Crown Point, Indiana 46307

**TABLE OF CONTENTS
COLLECTIVE BARGAINING AGREEMENT
BETWEEN
LAKE COUNTY CORRECTIONAL ASSOCIATION
LOCAL CHAPTER 11, IUPA, AFL-CIO
AND
LAKE COUNTY, INDIANA**

PREAMBLE
PURPOSE.....
ARTICLE 1. RECOGNITION 1
ARTICLE 2. TERM 2
ARTICLE 3. NON-DISCRIMINATION 2
ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES 2
ARTICLE 5. UNION MEMBERSHIP AND EMPLOYEE RIGHTS 4
ARTICLE 6. UNION ACTIVITIES..... 4
ARTICLE 7. DUES DEDUCTION..... 5
ARTICLE 8. SALARIES 6
ARTICLE 9. PROFICIENCY PAY 7
ARTICLE 10. REGULAR WORK ASSIGNMENT, PAID OVERTIME,
COMPENSATORY TIME..... 7
ARTICLE 11. HOLIDAYS 10
ARTICLE 12. COURT TIME COMPENSATION..... 10
ARTICLE 13. BEREAVEMENT LEAVE..... 11
ARTICLE 14. LONGEVITY PAY 12
ARTICLE 15. DEPARTMENT SICK LEAVE 12
ARTICLE 16. HOURS OF EMPLOYMENT 14
ARTICLE 17. UNIFORM ALLOWANCE..... 15
ARTICLE 18. HEALTH AND LIFE INSURANCE..... 16

ARTICLE 19. VACATION..... 16

ARTICLE 20. GRIEVANCE PROCEDURE..... 17

ARTICLE 21. RULES AND REGULATIONS 20

ARTICLE 22. DUTIES OF CORRECTIONS OFFICERS..... 21

ARTICLE 23. PAY DAYS..... 21

ARTICLE 24. LEAVES OF ABSENCE WITHOUT PAY 21

ARTICLE 25. LABOR MANAGEMENT SAFETY COMMITTEE..... 21

ARTICLE 26. SENIORITY, LAYOFF AND RECALL..... 22

ARTICLE 27. PERSONNEL FILES..... 23

ARTICLE 28. STRIKE PROHIBITION, NO LOCKOUT 24

ARTICLE 29. SEVERANCE PAY 24

ARTICLE 30. PROFESSIONAL STANDARDS 25

ARTICLE 31. CONFORMITY TO LAW..... 25

ARTICLE 32. JOB POSTING & BIDDING..... 25

COLLECTIVE BARGAINING AGREEMENT**PREAMBLE**

This agreement is entered into effective on the ___ day of November, 2013, between the County of Lake, Lake County, Indiana hereinafter called the "Employer", and the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, hereinafter called the "Union".

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly, peaceful and harmonious means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

PURPOSE

The purpose of this agreement is to provide a procedure for orderly collective bargaining between the parties, to secure prompt and fair disposition of grievances or complaints, to set forth the basic principles concerning hours of employment, wages, fringe benefits, and working conditions and to establish a basic, cooperative solution of problems by the instant parties to the end that a spirit of peace and cooperation be maintained.

It is the desire, and in the best interests of the citizens of Lake County, to promote harmonious relationships between the Employer and the Union and to improve the operation of the Lake County Jail and the Corrections Division of the Lake County Sheriffs Department for the citizens of Lake County.

ARTICLE 1. RECOGNITION

Section 1.1 The Employer hereby recognizes the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, as the sole and exclusive bargaining representatives with respect to wages, hours and other terms and conditions of employment for the bargaining unit comprised of all permanent sworn employees of the Lake County Sheriff's Department, Corrections Division, excluding probationary employees and employees in the ranks above lieutenant. All other employees of the Employer are excluded from this bargaining unit.

Section 1.2 The Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, in its role as bargaining representative, has been selected by a majority of the members of the bargaining unit described above, and shall continue in this capacity for the duration of the term of this Agreement and thereafter until such time as a majority of those bargaining unit members vote to eliminate such representation, in accord with the provisions of the law.

Section 1.3 The Employer shall not, enter into any oral or written agreements with the employees covered under this contract or to any provisions of this contract either individually or collectively or with any other organization acting on behalf of such employees.

ARTICLE 2. TERM

Section 2.1 This Agreement shall be effective as of the 1st day of January, 2014, and shall remain in full force and effect until the 31st day of December, 2014.

Section 2.2 Because this Agreement is only one year long, there shall be no wage reopener. The parties agree to commence negotiations no later than April 1, 2014 with respect to the new Collective Bargaining Agreement.

Section 2.3 The conditions of employment for the Corrections Division of the Lake County Sheriff's Department are very different than in other offices of County Government, the Employer and the Union agree that collective bargaining and negotiations for Corrections Division employees covered by this Agreement should be conducted separately from those negotiations by the Employer with other employees and/or groups.

Section 2.4 Upon mutual written agreement of the parties to this contract, specific Articles can be opened for discussion for possible modification or amendment.

Section 2.5 The terms and conditions of employment contained in this Agreement shall be binding following the approval of the Employer for the terms and duration thereof, and may not be amended or altered by Employer Ordinance or Resolution, except as provided in this Agreement.

Section 2.6 The express provisions of this Agreement may be changed only by mutual agreement between the parties, reduced to writing, dated and signed by authorized representatives of the Employer and the Union, except as provided in this Agreement.

Section 2.7 If, on the expiration date, the parties have not yet entered into a new agreement relating to time periods after that date, then the terms and provisions of this Agreement shall nonetheless remain in full force and effect until the earlier of (i) the date a new agreement is entered by the parties, or (ii) two calendar years after the expiration date. This Agreement shall remain in effect during any such period of negotiations.

ARTICLE 3. NON-DISCRIMINATION

Section 3.1 The Employer, the Union, and each employee agree that no applicant or employee shall be discriminated against because of their race, religion, color, sex, national origin, age, disability, or union membership.

All references to employees in the Agreement shall designate both sexes.

ARTICLE 4. MANAGEMENT RIGHTS AND RESPONSIBILITIES

Section 4.1 The Union recognizes the prerogatives of the Employer to operate and manage the Lake County Sheriff's Department, Corrections Division, affairs, in all respects, in accordance with its responsibilities and powers of authority. The Employer recognizes the benefits of operating the Corrections Division subject to the Lake County Corrections Merit Board and its rules and regulations, and, hereby agrees to continue to operate the Corrections Division utilizing

the Lake County Corrections Merit Board, and in accord with its Rules & Regulations, as modified, if at all.

Section 4.2 The Employer shall retain the sole right and authority to operate and direct the affairs of the County and the Corrections Division of the Lake County Sheriffs Department in all its various aspects, including, but not limited to, all rights and authority exercised by the Employer prior to the execution of this Agreement, except as modified in this Agreement.

Among the rights retained is the Employer's right to determine its objectives and set standards and services offered to the public.

- A. To direct the work force.
- B. To plan, direct, control and determine the operation or services conducted in and by the Corrections Division.
- C. To select, hire, assign, transfer, promote, demote, suspend, discipline or discharge employees, subject to the provisions of local, state and federal laws and the Lake County Corrections Merit Board Rules and Regulations, and this Agreement.
- D. To schedule Corrections Division overtime and work as required, consistent with the requirements of government employment, public safety and this Agreement.
- E. To relieve employees due to lack of work or for other legitimate reasons subject to the procedures set forth in the Lake County Corrections Merit Board Rules and Regulations.
- F. To lay off personnel due to financial conditions consistent with local, state and federal law.
- G. To make and enforce policies and procedures in areas not covered in this Agreement, and to change methods, equipment or facilities.
- H. To fix by Ordinance pursuant to I.C. 36-2-5-1, et. seq.:
 - 1. The compensation of all correctional officers, and other employees; and
 - 2. The number of correctional officers and other employees.

Section 4.3 The Employer shall make available to the Union, upon its reasonable request, any information, statistics and records relevant to negotiations, or necessary for proper enforcement of the terms of this Agreement.

- A. The parties agree that they will furnish sufficient information as to the relevancy of their request to negotiations or enforcement of this Agreement.
- B. The Employer agrees to furnish the Union one (1) copy of all future amendments and revisions to the Department General Orders, or revised Merit or Departmental Policies and Procedures Manuals, inclusive of all amendments once finalized and printed.

ARTICLE 5. UNION MEMBERSHIP AND EMPLOYEE RIGHTS

Section 5.1 All sworn (excluding probationary) employees have the right to become or not become members of the Lake County Correctional Officers Association, Local No. 11, affiliated with the International Union of Police Associations, AFL-CIO, to participate or not participate in its activities, subject to the provisions of this Agreement.

Section 5.2 The Union shall have the right to solicit membership of all new employees who are subject to the terms of this Agreement and the Employer agrees not to interfere with the rights of new employees to join the Union.

Section 5.3 The Union recognizes its responsibility as bargaining agent and agrees to represent all members of the bargaining unit without interference, restraint or coercion, and shall respect the rights of all sworn merit personnel of the Lake County Sheriff's Department Corrections Division.

Section 5.4 In order to promote and fulfill this Agreement and secure and maintain a good harmonious relationship with the Sheriff of Lake County and the County Council, the Union agrees to certify the names of representatives authorized to represent the Union officially, in writing, to the Sheriff and the Employer.

Section 5.5 The individual members of the Union shall regard themselves as public employees and are governed by the highest ideals of honor and integrity in all their public and personal conduct in order that they merit the respect, support, and confidence of the general public.

Section 5.6 It is mutually agreed by both parties, that it shall be their continuing policy to develop procedures, policies and work agreements which will provide for maximum efficiency and harmony in the Employer's task of administering the affairs of its municipality and in providing for the safety of the employees in the bargaining unit.

Section 5.7 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriff's Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all department issued equipment.

Section 5.8 The Employer shall notify the Union in advance of any major changes in personnel policies and shall meet periodically to discuss matters of mutual concern.

ARTICLE 6. UNION ACTIVITIES

Section 6.1 The Employer shall recognize six (6) representatives of the Union Wage and Benefit Committee for purposes of meeting with Management to discuss the administration of this Agreement. The Employer shall recognize six (6) representatives of the Union Grievance Committee for purposes of processing grievances. The Union, shall certify to the Employer the names of the designated representatives of the Wage and Benefit Committee and of the Grievance Committee yearly, and whenever the Union replaces a member of either committee.

Section 6.2 Designated representatives of the Union shall be afforded reasonable time during working hours without loss of pay to meet with Management for purposes of negotiating the Agreement, administering the Agreement, and to discuss and investigate grievances. In no event shall time spent conducting such business be considered as overtime or paid time outside the employee's regular working hours.

Section 6.3 The Union shall be afforded the right to utilize a bulletin board in a designated area at the Lake County Jail for the posting of Union notices and other Union materials. Such board shall be identified with the name of the Union and the Union shall designate persons responsible for utilizing the board. The board shall be provided at no cost to the Union. Nothing demeaning towards an officer or the Lake County Sheriff's Department Corrections Division shall be posted on this board.

Section 6.4 Delegates of the Union shall be allowed time off without loss of pay to attend four (4) Union State Board meetings throughout the year. Allowed time off shall coincide with the actual days of the Meetings, not to exceed two (2) consecutive days off for each meeting during the year.

Section 6.5 Delegates of the Union shall be allowed time off, without loss of pay or other leave time, to attend the bi-annual International Union of Police Associations Conference. Allowed time shall coincide with the actual days of the Conference, not to exceed five (5) consecutive workdays during the month of August of each odd numbered year, or at such other times as said Conference is scheduled.

Section 6.6 Delegates of the Union shall be allowed time off, without loss of pay to attend any regional or local meetings associated with the AFL/CIO.

Section 6.7 Any Union member elected to a State and/or National Office in the International Union of Police Associations shall be granted time off with pay to perform such duties necessary for that officer.

Section 6.8 Delegates of the Union shall be allowed time off, without loss of pay or other leave time, to attend the annual National Organization of Black Law Enforcement Officers (NOBLE) Conference. Allowed time shall coincide with the actual, days of the Conference, not to exceed five (5) consecutive workdays.

ARTICLE 7. DUES DEDUCTION

Section 7.1 The Employer agrees to deduct monthly dues or its equivalent from the pay of each employee from whom its receives a signed authorization to do so, all amounts established by the Lake County Correctional Officers' Association, Local No. 11, and the International Union of Police Associations, AFL-CIO, as regular dues.

Section 7.2 The Employer shall remit the amount of deductions accompanied by a list of employees that have authorized such deductions to the Treasurer of the Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, or as otherwise directed by the Treasurer.

Section 7.3 Lake County Correctional Officers Association, Local No. 11, IUPA, AFL-CIO, agree to indemnify the Employer and hold it harmless against any and all claims, demands, suits or liabilities, and for all legal costs arising from any action taken or not taken by the Employer in compliance with this Article. The Union shall promptly refund to the Employer any fund's received in accordance with this Article which are in excess of the amounts of Union dues and assessments which the Employer has agreed to deduct.

ARTICLE 8. SALARIES

Section 8.1 The salaries of corrections officers has been established by ordinance action of the Employer Council. The salary wage schedule below shall be in force during this contract period unless or until increased or changed by agreement of the parties in the annual re-opener relating to wages and benefits or as otherwise mutually agreed. Sergeant and Lieutenant salaries are attached to this Agreement.

Position	Annualized Salary	Bi-Weekly Amount/26 paydays	Hourly Rate	Agreed Base Rate for Calculation of Overtime
Lieutenant	\$35,639.70	\$1,370.76	\$16.32	\$17.13
Sergeant	\$34,034.28	\$1,309.01	\$15.58	\$16.36
Officer	\$30,066.23	\$1,156.39	\$13.77	\$14.44
Probationary Officer	\$27,041.32	\$1,040.05	\$12.38	\$12.38

Section 8.2 An increase in correctional officer personnel will automatically qualify the employee as covered under the terms and contents of this agreement.

Section 8.3 All employees shall be paid their base salary as set forth by ordinance.

Section 8.4 The probationary period for a newly hired probationary officer shall begin on the 1st day the officer works in the jail. The probationary period shall be one (1) year.

ARTICLE 9. PROFICIENCY PAY

Officers shall receive Proficiency Pay in amounts according to the below listed schedule.

Years of Service	Amount
1 to 4	\$ 0.00
5 to 14	\$ 700.00
15 to 19	\$ 800.00
20 to 32	\$ 1,000.00

ARTICLE 10. REGULAR WORK ASSIGNMENT, PAID OVERTIME, COMPENSATORY TIME

10.1. Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for paid rest and meal periods. All employees shall be scheduled to work on a regular shift, and each shift shall have a regular starting and quitting time.

10.2. Schedules for 12-Hour Shifts. Subject to the Fair Labor Standards Act's exemption for public safety employees provided in 29 U.S.C. § 207(k), Correctional Officers, officers may be assigned to one of the four 2-2-3 12-hour shifts. Such shift shall consist of twelve (12) consecutive hours with the day-shift beginning at 6 a.m., and the night shift beginning at 6 p.m. An example of the schedule is attached to this Agreement. A model schedule is attached to this Agreement.

Each 12-hour shift shall be subject to a 168-hour requirement of actual work to be performed (no idle time) during the set 28-day work period before Correctional Officers are entitled to overtime as provided by Section 207(k). Any Correctional Officer working in excess of 168 hours shall be paid overtime for those additional hours consistent with the settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253, a copy of which is attached to this Agreement. Employees shall be paid for actual time worked on the job through the end of the quarter-hour in which they complete their shift.

Shift rotations for Correctional Officers working on the 2-2-3 shift shall occur either every 15th day or correctional officers will work fixed shifts. The option of whether all employees work a fixed shift or all employees work a rotating shift will be determined by the Union. If the Union selects fixed shifts, and there is an insufficient number of correctional officers for the late shift, employees can be assigned by the Sheriff to work the late shift based upon reverse seniority. The parties agree that this section may be reopened, at the request of either party, solely for the purpose of renegotiating fixed or rotating shifts. It is specifically agreed that this reopener provision shall not be for the purpose of renegotiating the existence of the 12 hour schedule or the manner in which overtime is earned or calculated.

For purposes of this Agreement, time off shall be calculated based upon hours rather than days. To determine the number of hours of time off owed to an employee, whether paid or unpaid, the

parties agree that any reference in this Agreement to a "day" of time off shall mean a period of eight (8) hours regardless of whether that employee works an eight (8) or twelve (12) hour shift. For example, if an employee "carries over" an unused personal day into the next calendar year as otherwise permitted by this Agreement, that personal day shall be converted into a period of eight (8) hours. Any "carry over" of time permitted by this Agreement shall operate in the same manner. For purposes of vacation time, a week of vacation shall equal forty (40) hours.

10.3. Other Shifts. The following administrative and staff positions shall work five (5) days on-duty and two (2) days off-duty. These positions are: records, front desk, commissary, court movement, medical movement, utility officers (housekeeping and maintenance) and mail room/law library. These positions shall also be subject to a 168-hour requirement of actual work to be performed (no idle time) before such employees are entitled to overtime during the set 28-day period and consistent the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

10.4. "Freeze" Work. Employees being "freezed" shall be credited for two (2) hours, or for all time worked, whichever is greater, with such time being applied to the 168-hour requirement. If the employee is working less than 15 minutes after his regularly scheduled shift, then the two hour minimum does not apply. However, that additional time will be applied to the 168-hour requirement and shall be consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

10.5. Rest Periods and Meal Periods. A paid rest period of fifteen (15) minutes shall be allowed, as workloads generally permit, for all employees during each half shift. The employer will endeavor to allow these rest periods to be taken as nearly as possible to the middle of each half shift. However, the parties agree that if one or more employees consistently do not get a rest period, the parties shall meet to work out a system so the affected officers receive a break.

Paid meal period. All employees shall be allowed, as workloads generally permit, a paid meal period of 30 minutes during each work shift. The employer will endeavor to allow the meal period to be taken as nearly as possible to the middle of the work shift. As to both breaks and a lunch period, employees understand and agree that employees will be expected to continue the practice of being flexible with regard to breaks and a lunch period as employees are being paid during these times. However, the parties agree that if one or more employees consistently do not get a lunch period, the parties shall meet to work out a system so the affected officers receive a lunch.

In the event that a Corrections Officer working a regular 12-hour shift works beyond that shift for 2 or more hours the employee shall be entitled to an additional paid rest period of 15 minutes.

In the event that a Corrections Officer is working a regular shift and works beyond that shift for an additional 4 hours or more, the employee shall have an additional paid rest period of 15 minutes.

10.6. Time Between Shifts. If an employee has not had a full eight (8) hours off since his last regularly scheduled shift, the employee shall not be required to return to work unless the Sheriff

or Warden certifies in writing that the call-back of the employee is due to a non-preventable emergency. In the event an employee is required to work without a full eight (8) hours off since his last regularly scheduled shift, all work performed shall be compensated at time and one half. A non-preventable emergency includes, for example, scheduled court appearances as those events occur beyond the control of the Sheriff.

10.7. Movement of Employees Between Shifts. No employee shall be moved from one shift to another without at least five (5) days prior written notice, unless the Sheriff or the Warden certifies in writing that such change is due to unforeseen emergency. Correctional Officers may be permitted to temporarily swap shifts or day(s) within a shift upon the written approval of the Warden or his designee.

10.8. Holidays. Employees working the identified holidays in this Collective Bargaining Agreement shall be paid time and a half overtime, with the time worked (but not the hours paid) being applied to the 168-hour overtime requirement.

10.9. Work Performed Outside the Regularly Scheduled Shift, Excluding "Freeze" Time. All overtime, with the exception of "freeze," shall be assigned through a voluntary overtime list. There shall be a voluntary overtime list, with each such list being made available, beginning with the 14-day period prior to the 14-day period for which the individual correctional officer is volunteering to work overtime. On the first day of the 14-day period for which the correctional officer has offered to work, the list shall be put in seniority order. Any correctional officer signing the list during the 14-day period to which the list is to be actually used shall have his or her name placed at the bottom of the overtime list in the order in which they signed the list.

The Union agrees to manage the voluntary overtime lists. There shall be two (2) overtime lists consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253. The first shall be for correctional officers, the second shall be a combined list for sergeants and lieutenants. There shall also be Union designated correctional officers to manage the voluntary overtime lists for the shifts for which the individual in charge of the list does not work. The persons selected by the Union for supervising the voluntary overtime list are subject to approval of the Sheriff, and such approval shall not be unreasonably withheld. However, the Sheriff retains the right to resume management of the voluntary overtime lists from the Union so long as he provides reasonable notice to the Union and offers the Union the opportunity to explain its position. The Sheriff retains the sole authority to schedule mandatory overtime.

10.10 Bargaining Unit Work and Bargaining Unit Members. The Employer will in no event use non Merit Corrections Personnel to do normal work of bargaining unit members.

10.11 All compensatory time shall be taken at the discretion of the employee with the approval of the Sheriff or his designee, pursuant to regulations adopted to prevent undue hardship on the department and consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

Section 10.12 An employee's compensatory time shall be accumulated on a department wide basis and shall be transferable, consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253, should the employee be reassigned.

Section 10.13 No employee shall be moved from his rotation to cover compensatory time off for another employee consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

Section 10.14 Any sick leave time taken (used) by an employee as a result of a line-of-duty injury or illness shall not be charged against this incentive.

Section 10.15 Any employee may accrue a maximum of four hundred and eighty (480) hours of compensatory time.

Section 10.16 At termination or retirement, an employee can sell back to the Employer a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.

Section 10.17 Employees shall be paid for any compensatory time they have accumulated through the end of the previous month on the second payday in each month, at one and one half times the employees then current rate of pay for every hour of overtime worked and not previously paid, unless the employee elects to accumulate such compensatory time at the rate of one and one half hours of compensatory time for every hour of overtime worked but not paid, in order to schedule such compensatory time off at a later date. Each employee may elect to accumulate up to 60 hours of compensatory time in any one calendar year, but must schedule such compensatory time off work prior to the end of March of the following year, and if such time off is not or cannot be so scheduled, then the employee shall be paid for such accumulated compensatory time by the end of April in the year after such compensatory time has been accumulated. Though the Employer may force an employee to accumulate a maximum of four hundred and eighty (480) hours of compensatory time, if such time is not scheduled off work in the year of its accumulation, such compensatory time must be paid at the employee's current rate of pay by the end of April in the year following its accumulation. It is the intent of this agreement that Correctional Officers be paid for the overtime they work or be allowed to schedule their compensatory time off within a reasonable time, to the extent possible, subject to the provisions of this section. It is also the intent of the parties that this provision be interpreted consistent with the attached settlement agreement in *Fravel v. County of Lake*, Cause No. 2:07-cv-253.

ARTICLE 11. HOLIDAYS

Section 11.1 The below listed holidays are recognized as holiday days for all employees covered by this contract.

- | | | |
|---------------|------------------------|------------------|
| New Years Day | Martin Luther King Day | President's Day |
| Good Friday | Memorial Day | Independence Day |

Labor Day	Thanksgiving Day	Day after Thanksgiving
Columbus Day	Veterans Day	Christmas Day
Birthday		

Section 11.2 Employees working the calendar day of a designated holiday shall be paid time and one-half (1 1/2) for all hours worked on that day.

Section 11.3 Any recognized holidays falling on an officer's regularly scheduled day off or during a vacation period, the officer shall be granted the next scheduled working day off or a day within the next scheduled work week.

ARTICLE 12. COURT TIME COMPENSATION

Section 12.1 Employees shall receive court-time pay or compensatory time off for court appearances during off duty hours before any court or at the County Prosecutors Office or when subpoenaed by any person or agency on matters pertaining to incidents arising in the course of his or her employment, whether such incidents are civil or criminal in nature.

Section 12.2 Employees shall receive a minimum of two (2) hours of straight time compensation when appearing during off duty hours The time shall begin from the time the employee leaves his residence to appear and continue in effect until such officer returns home or reports to his regularly scheduled duty assignment. For travel each way, a maximum of 35 minutes shall be paid. This time shall count towards the 168 hour requirement.

Section 12.3 Court-time pay shall be paid at the employee's overtime rate of pay as either paid or compensatory time.

Section 12.4 All claims for court time compensation shall be submitted on a department overtime form.

ARTICLE 13. BEREAVEMENT LEAVE

Section 13.1 In the event of death in an employee's immediate family, the employee shall be granted up to three (3) days of bereavement leave with pay.

For the purposes of this section, immediate family shall be defined as:

Spouse	Mother	Father
Sister	Brother	Child
Grandparent	Mother-in-Law	Father-in-Law
Step Children of Spouse	Guardian	Step-Parents

Section 13.2 Additional bereavement leave may be granted at the discretion of the Sheriff or his/her designee.

ARTICLE 14. LONGEVITY PAY

Section 14.1 Employees shall receive additional compensation in recognition of cumulative service with the Lake County Sheriff's Department. Such additional compensation shall be paid as per the following schedule and in accordance with the Longevity Ordinance in effect.

Completed Years of service	Amount Per Year
5	\$ 220.00
10	\$ 320.00
15	\$ 440.00
20	\$ 620.00
25	\$ 920.00
30	\$1,220.00

ARTICLE 15. DEPARTMENT SICK LEAVE

Section 15.1 Officers shall be allowed sick leave in two (2) categories identified as "Minor Illnesses" and "Major Illnesses". Sick leave shall be based on the following criteria and restrictions.

A. Sick Leave Minor Illness or Injury

1. Each employee shall receive twelve (12) sick/personal days per year. Sick days are used to cover an employee's own illness or injury and/or doctor appointments related to that illness or injury. Personal days are used when an employee needs to conduct business during scheduled work hours. Permission to obtain personal days must be obtained at least one work day in advance.
2. In December of each year, employees may carryover nine unused sick/personal days to be used only as sick leave. Employees may accumulate up to 50 days of such sick leave time in this manner consistent with the applicable county personnel policy. Employees shall be paid for accumulated sick/personal leave upon termination, voluntary or involuntary, or retirement.
3. Any "Report Offs" over the allotted twelve (12) sick/personal days, not recorded as "Major Illnesses" will be considered excessive absenteeism and will result in the following.
 - a. 13th Day Docked one (1) day's pay.
 - b. 14th Day Three (3) day suspension without pay.
 - c. 15th Day Five (5) day suspension without pay.

d. 16th Day Cause for dismissal.

4. Excessive absenteeism in consecutive years may result in additional disciplinary action.

B. Major Illness or Injury

1. A serious health condition (Illness or injury) that makes the employee unable to perform the functions of the position of such employee, for three (3) or more consecutive days shall be classified as a Major Illness or Injury and shall be subject to the following.
2. Leave from work for any serious health condition is subject to the provisions of the Family Medical Leave Act (FMLA) and the provisions of this Agreement.
3. To be eligible for such leave, the employee must be an "eligible employee" under the FMLA, which includes having been employed by the employer for at least 12 months for at least 1250 hours of service with the Employer during the previous 12 month period.
4. The FMLA entitles an eligible employee up to 12 weeks of leave during any 12 month period for specified reasons. If the employee seeks and is otherwise entitled to leave for "a serious health condition that makes the employee unable to perform the function of the position of such employee," such leave shall be unpaid leave, except that an employee shall receive pay for such leave, subject to the provisions of the FMLA and this Agreement. An employee will be paid for such leave if and to the extent such employee has accumulated banked sick days pursuant to Section 15.1, A, 2., of this Article, and/or has unused annual sick/personal days, vacation time, or accumulated compensatory time.
5. Any request for paid leave due to an employee's serious health condition must be supported by a certification issued by the eligible employee's health care provider which complies with the provisions of the FMLA, and includes the date on which such serious health condition commenced; the probable duration of the condition; the appropriate medical facts within the knowledge of the health care provider regarding the condition; and a statement that the employee is unable to perform the functions of the position of the employee. Such certification must be submitted to the Deputy Warden of Personnel after five (5) consecutive days of absence, and such certification must be updated every 15 days, or more often, upon request of the Deputy Warden of Personnel.
6. For Major illness or Injury incurred in the line of duty the employee is allowed up to one (1) year of sick leave with pay, subject to certification as provided above, and if justified by the extent of the illness or injury.
7. For Major Illness or Injury not incurred in the line of duty, at the expiration of the Employee's FMLA leave, including any portion which is paid and any portion which is unpaid, the employee's employment will be terminated unless an

evaluation of the circumstances indicates extension would be a reasonable accommodation that can be provided without causing an undue hardship on the operation of the Jail. Subsequently, officers may request additional NON-PAID medical leave and shall submit a Disability Initial Claim Form. (This form may be obtained from the Deputy Warden of Personnel.) The officer and his/her physician must complete the form stating the nature of the medical condition, the beginning of the disability; and the officer's return to work date, if known. This statement must bear the physician's original signature. Any determination to grant additional non-paid medical leave is at the Sheriff's sole discretion, subject to approval of the Merit Board.

8. The employee shall give written notification of intent to return to work at least ten (10) days prior to the leave expiration date, if reasonably possible. Failure to submit an intent to return to work, and/or failure to return on the specified date, will cause the officer to be considered as a voluntary resignation.
9. Vacation and sick/personal leave credits will not accrue during the officer's absence due to major illness or injury.
10. Temporary modified light-duty shall be available to those officers returning from sick leave under doctor's orders. Officers must, however, return to full duty thirty (30) days thereafter, or apply for disability pension, unless such Employee is eligible for additional FMLA leave.
11. Extensions of time limits may be granted, when justified, by the Sheriff with Merit Board approval.
12. Employees on sick leave, who have any remaining vacation at the end of a calendar year, shall be deemed on vacation. Exceptions may be granted at the discretion of the Sheriff.
13. The Employer may disallow pay if the reported illness or injury proves to be feigned, simulated or in violation of the Departments Rules and Regulations.
14. If the employer has reason to doubt the validity of the certification provided, the employer may require the employee to obtain the opinion of a second health care provider, at the employer's expense, and pursuant to the provisions of the FMLA.

ARTICLE 16. HOURS OF EMPLOYMENT

Section 16.1 All employees covered by the provisions of this contract shall report for and work any schedule that is found to be mutually accepted by both the Employer and the Union. Said schedule shall comply with all state and federal labor standards.

Section 16.2 The basic workweek for correctional officers working in the Lake County Jail Corrections Division, shall consist of a 12 hour day with two shifts consistent with paragraph 10.2 and the attached schedule. One shift shall operate from 6 a.m. to 6 p.m. and the other shall operate from 6 p.m. to 6 a.m.

Section 16.3 The basic workweek for employees working in an administrative or support staff position shall consist of five (5) days on duty and two (2) days off (5-2) schedule consistent with paragraph 10.3.

Section 16.4 The Sheriff and/or Warden shall determine which officers are assigned to administrative or support staff positions, however any such openings and new administrative and support staff positions shall be filled in accord with Article 32, the Job Posting provisions of this Agreement.

- (a) Correctional officers removed from support staff positions shall have the option to return to the position they held prior to their assignment to a support staff position.

ARTICLE 17. UNIFORM ALLOWANCE

Section 17.1 The Employer shall provide the initial issue of uniforms and equipment as determined by the Sheriff.

Section 17.2 In addition to any other item of compensation, the Employer shall provide a Uniform Allowance of seven hundred dollars (\$700.00). The Uniform Allowance will be paid in two (2) equal bi-annual increments of three hundred fifty dollars (\$350.00) in June and November of each year.

Section 17.3 An employee must be actively employed with the Corrections Division on the date the uniform allowances are paid and must have completed at least one (1) year of continuous service with the Department.

Section 17.4 The uniform allowance shall be used by the employee to repair and/or replace all required uniform and equipment issued to the employee.

Section 17.5 Employees shall maintain their uniforms and equipment in a clean, neat and professional manner consistent with the dress code as determined by the Sheriff.

Section 17.6 Any employee reporting to work in improper uniform shall be subject to appropriate discipline pursuant to existing Lake County Sheriff's Department Corrections Division Rules and Regulations.

Section 17.7 The dress code shall be enforced in a uniform and consistent manner among all employees under similar circumstance.

Section 17.8 Employees shall be responsible to ensure their personal equipment is in safe and proper operating condition at all times. Such equipment shall be maintained and is subject to inspection in accordance with the Departments Rules and Regulations.

Section 17.9 All uniforms and equipment issued to officers shall remain the property of the Employer (initial issue) and shall be returned to the Employer upon the employee's termination of employment prior to issuance of the officer's final paycheck.

ARTICLE 18. HEALTH AND LIFE INSURANCE

Section 18.1 The Employer agrees to maintain a group health insurance plan comparable to the current coverage, which consists of four (4) parts.

- A. Medical and Hospitalization
- B. Vision coverage
- C. Dental coverage
- D. Prescription coverage

Section 18.2 The employer shall be entitled to cancel current plans and to select a different plan, which provides employee's reasonably equivalent benefits, coverage and premiums.

Section 18.3 Benefits and monthly premiums are subject to change by county Ordinance or by a health and life insurance carrier selected for County employees by the employer. All changes shall apply to all County employees and be implemented only after sixty (60) day notice has been given to the parties.

Section 18.4 Retired employees shall be entitled to the same medical coverage as active employees covered by the County plan. The monthly premium shall be as specified in County Ordinance 992C-4 Section 32.167.

Section 18.5 The Employer shall maintain for each active employee a life insurance policy providing for coverage equal to the employee's yearly salary.

ARTICLE 19. VACATION

Section 19.1 Each employee shall be eligible for vacation time with pay based on length of continuous service with the County and in accordance with the following schedule:

Years of Continuous Service	Number of Weeks
After six (6) months service	1
After twelve (12) months service, in Year Two, through Year Three	2
Year four (4), through nine (9) years	3
Year ten (10), through fourteen (14) years	4
Year fifteen (15), through nineteen (19) years	5
Year twenty (20), through twenty-four (24) years	6
Year twenty-five (25), through twenty-nine (29) years	7
Year thirty (30), and after	8

Section 19.2 Vacation time will be taken during a vacation year starting January 1 and ending December 31.

Section 19.3 As of January 1 of each calendar year, employees will be eligible for the number of workdays indicated above that is associated with their years of continuous service.

Section 19.4 A vacation schedule shall be posted by November 1 of each year for the following year. Employees shall select their vacations by December 1. The vacation schedule for the new year shall be posted on or before January 1.

Section 19.5 Vacation changes must be submitted in writing and approved by the Sheriff or his/her designee.

Section 19.6 Vacation time must be used during the calendar year in which it is credited unless approved by the Sheriff or his/her designee.

Section 19.7 Seniority shall prevail over all other considerations for vacation selections. In situations involving employees with equal seniority, preference shall be given to the employee who has made his or her request properly and first.

Section 19.8 Employees shall begin their vacation as of the start of their regularly scheduled workweek.

Section 19.9 The Employer will endeavor to grant all requests for vacation whenever such requests are in accordance with this Agreement and such Administrative Rules and Regulations which have been or may be adopted to implement this Agreement. However, the Employer reserves the right to deny any and all requests whenever, in the opinion of the Employer, such action may be necessary in order to maintain minimum staffing levels.

Section 19.10 An employee who leaves the employ of the Employer for any reason shall receive vacation pay for any unused vacation in the year of termination.

ARTICLE 20. GRIEVANCE PROCEDURE

Section 20.1 The term "grievance" is defined to mean any difference that may arise between the Employer and an employee or employees covered by this agreement as to the matter involving interpretation, meaning, application or violation of any provisions of this agreement.

Section 20.2 The "aggrieved" is defined as any employee or group of employees alleging that there has been a violation of the expressed terms of this agreement.

Section 20.3 Every employee shall have the right to present his or her grievance in accordance with the procedures provided herein, free from any interference, coercion, restraint, discrimination or reprisal and shall have the right to be represented by the Union at all stages of the Grievance Procedure. It is the intent and purpose of the parties to this Agreement that all grievances shall be settled, if possible, at the lowest step of this procedure.

Section 20.4 The aggrieved party may present his or her grievance at grievance meetings and hearings on the Employer's time when scheduled during the aggrieved party's working hours, as much as practical.

Section 20.5 Any grievance not answered by the Employer within the stipulated time limits may be advanced by the employee to the next step in the grievance procedure.

Section 20.6 The Union and the Employer shall establish a mutually agreed upon form for the submission of grievances.

A. All grievances beyond the informal step shall be reduced to writing, in an agreed upon form.

Section 20.7 This Grievance Procedure shall be the sole and exclusive procedure for remedies sought for alleged violations of this bargaining agreement.

Section 20.8 This procedure shall not be used for the purpose of adding to, subtracting from, or altering in anyway, any of the provisions of this Agreement.

Section 20.9 The time limitations provided in this article may be extended by mutual agreement between the Employer and the Union.

Section 20.10 The following steps shall be followed for processing grievances:

Step 1: Informal

Prior to submitting a grievance to the formal grievance procedure, the aggrieved shall submit the alleged grievance to the designated Union representative who shall determine if a valid grievance exists. If in the opinion of the Union representative there is no valid factual basis for a grievance, the alleged complaint shall not be processed further.

If the Union representative believes the Agreement has been violated and a valid factual basis for a grievance does exist, the Union representative shall discuss the alleged grievance with the officer's immediate supervisor.

The Supervisor shall investigate the grievance and schedule an informal meeting with the Employee and his or her Union representative within seven (7) calendar days of the date of the notice by the Employee. The Supervisor and the Employee, along with the Union representative, will discuss the issues in dispute with the objective of resolving the matter informally.

If the parties are unable to resolve the alleged grievance, the grievance may be submitted to Step 2 of the formal grievance procedure. It shall be the responsibility of the Union to present the grievance in writing within thirty (30) calendar days after it arises to the employee(s)' Turn Commander.

Step 2: Turn Commander

If the grievance is not resolved after a period of ten (10) calendar days after being presented to the Turn Commander, the matter may be submitted to the Sheriff/Chief of Police/Warden.

Step 3: Sheriff/Chief of Police/Warden

If the aggrieved party initiating the grievance is not satisfied with the meeting at Step 2, a written appeal of the decision may be filed with the Sheriff or Chief of Police or Warden within twenty-one (21) days after the date of the rendering of the decision in Step 2. The Sheriff or Chief of Police or Warden shall convene a meeting within ten (10) days of the receipt of the appeal. The meeting will be held with the aggrieved party and his or her Union representative, if he or she requests one. The Sheriff or Chief of Police or Warden shall issue a written decision to the Employee with a copy to the Union representative, within ten (10) days after the date of the meeting. A representative of the Lake County Commissioners and/or the Lake County Council may be present at any such grievance hearing.

Step 4: Arbitration

If the Union and the aggrieved party are not satisfied with the decision at Step 3, the Union may proceed to arbitration by the Union sending written notice of a demand for arbitration to the Employer. A representative of the Lake County Commissioners and/or the Lake County Council may be present at any such arbitration hearing.

- A. If within fourteen (14) calendar days after receipt of a demand for arbitration, the Employer or designee and a representative of the Union are unable to agree upon an arbitrator, the Union shall request from the Federal Mediation and Conciliation service (FMCS) a list of seven (7) impartial arbitrators. All procedures relative to the hearing shall be in accordance with the rules and regulations of the Federal Mediation and Conciliation Service.
- B. The arbitration may be held at any place within Lake County agreeable to the parties or in the absence of an agreement, as determined by the arbitrator.
- C. The Union may withdraw its request to arbitrate at any time prior to the actual hearing. The parties can mutually agree to settle the grievance prior to arbitration and split the cost of any cancellation fee.
- D. The arbitrator's decision shall be limited to the interpretation, application or enforcement of the specific Articles in this Agreement. The arbitrator may not modify or amend the Agreement.
- E. The arbitrator's fees and necessary expenses, of arbitration shall be borne equally by both parties. All other expenses shall be borne by the party incurring them.
- F. The arbitrator shall be requested to issue the arbitrator's opinion within thirty (30) days following the conclusion of the hearing or within thirty (30) days following the submission of post hearing briefs if either party desires to file such briefs.

- G. The arbitrator's recommendation shall be final and binding on the Employer, the Union and the employee or employees, with the exception of safety related matters as addressed in Article 25.

ARTICLE 21. RULES AND REGULATIONS

Section 21.1 The Union agrees that its member shall comply with all Sheriff's Department Corrections Division policies and rules and regulations; including those relating to conduct and work performance, as adopted by the Lake County Corrections Merit Board.

Section 21.2 The Employer agrees department policies; rules and regulations shall not violate any provisions of this Agreement. Any alleged violation of this Section may be appealed through the Grievance Procedure. Any conflict shall be resolved in favor of the terms of this Agreement.

Section 21.3 The Sheriff shall provide each employee with a current copy of the Rules and Regulations Handbook that contains all the rules set by the Sheriff and/or by the Lake County Corrections Merit Board.

Section 21.4 Except as modified herein, the benefits for corrections officers and the other policies contained in the Merit Board Rules and Regulations, as they exist on the date of this agreement, shall apply. Any future proposed change, addition or amendment to the current Rules and Regulations is subject to the approval of the Union prior to implementation. The current Merit Board Rules & Regulations are attached hereto as Exhibit "A" and incorporated herein by this reference.

Section 21.5 Hiring and Merit Board Rules - The Employer shall have the right to employ whomsoever it determines is most qualified for available positions, from a rank ordered eligibility list based on merit. To the extent that there is no conflict with this provision and the provision below on Political Activity, the Merit Board Rules and Regulations as they currently exist or as they are amended, as specified above, shall apply to govern all hiring and promotions decisions of the Employer.

Section 21.6 Political Activity - It is the intent of the parties that the hiring, promotion, assignment, supervision, discipline and discharge of corrections officers, as well as the application of policies and procedures, shall be carried out without regard to political affiliation or influence. It is agreed that the Employer, including the County, its Commissioners, the Department, the Sheriff, and any person or entity which can or does affect the employment practices of the Employer (including supervisors), with respect to any decision or action relating to hiring, promotion, discipline, discharge, assignment, or any other job related decision or action, will not discriminate against prospective employee's or employee's based on political affiliation, political support or activity, political financial contribution, promises of such political support, activity or financial contribution, or the lack of any of the above. Nor may hiring, promotion discipline, discharge, assignment, or other job decisions or actions be based upon, conditioned upon, or affected by the prospective employee's or the employee's political sponsorship or recommendation. In addition:

- A. Employees shall not be required to contribute money to, purchase or sell tickets for, campaign for or against, endorse or work for or against any political, organization or

candidate. However, nothing herein shall prohibit employees from voluntarily engaging in any such conduct; and

- B. Employees will not engage in any type of political activity while on duty or in uniform.

ARTICLE 23. DUTIES OF CORRECTIONS OFFICERS

Section 22.1 Employees shall perform only those duties directly related with the operations of the Lake County Jail and the Corrections Division of the Lake County Sheriffs Department, and shall not be required to perform unrelated duties, except with respect to department vehicles provided for their use to check fluids and gas fill ups in such department vehicles, weapon cleaning and maintenance of all department issued equipment. In case of an emergency, the Sheriff, Chief of Police and/or Warden may request specific help be provided by an employee.

Section 22.2 The Union agrees and recognizes that each officer is an employee of the County of Lake and must conduct himself/herself in such a fashion to properly portray Lake County, the Lake County Sheriff's Department Corrections Division and this agreement.

ARTICLE 23. PAY DAYS

Section 23.1 All corrections officers shall be paid as set forth by ordinance.

Section 23.2 An annual schedule of pay days shall be posted on the Union bulletin board before the first payday of each calendar year.

Section 23.3 The Employer shall disburse all other pay as follows:

- A. The \$700.00 annual uniform allowance shall be paid in two (2) equal disbursements of \$350.00 each. One (1) in June and one (1) In November of each year.
- B. Overtime shall be paid pursuant to 29 U.S.C. § 207(k) and state law.
- C. Longevity shall be paid in accordance with formula established by the Employer.

Section 23.4 Errors made in an employee's pay shall be corrected on the next pay period or as soon as practicable after the error has been discovered.

ARTICLE 24. LEAVES OF ABSENCE WITHOUT PAY

Section 24.1 Employees may be granted Leave of Absence in accordance with the procedure and requirements set forth In I.C. 36-8-5-2.

ARTICLE 25. LABOR MANAGEMENT SAFETY COMMITTEE

Section 25.1 It is mutually agreed that a safe and healthy work place is the desire to both parties, and as such, the parties will work towards the elimination of health and safety hazards in the workplace. Notwithstanding Federal and State legislation affecting occupational health and safety, the parties agree to the following safety procedures:

- A. The Employer will develop occupational health and safety guidelines and present necessary training consistent with these guidelines and appropriate legislation.
- B. The reporting of any health or safety concerns will follow the chain of command in an effort to make the Employer aware of hazardous conditions.
- C. The Employer will make a good faith effort to respond to hazardous conditions in a timely fashion.
- D. Federal and State legislation notwithstanding, the parties agree to resolution of issues relating to health and safety through the Labor-Management Committee, or disputes through the grievance and arbitration procedure of this Agreement, except that in the event the parties arbitrate the dispute, the decision of the arbitrator shall be in the form of a fact finding and shall not be binding but advisory only.
- E. A Labor-Management Safety Committee shall be formed with an equal number of representatives from management and the Union. In no event shall the Committee have a total number of more than six members. The Committee shall meet no less than quarterly, with the first meeting being held at a mutually agreeable date and time during the first month of this contract. In the event that either party finds that there is a safety condition for which the situation cannot wait for the next quarterly meeting, then the Committee shall meet as soon as possible after a written request is submitted to the other party. If the parties are unable to resolve the grievance/safety condition issue through the Labor Management Safety Committee, then, the matter may be referred for a non-binding decision by an Arbitrator selected pursuant to the procedure set forth in Article 20, Section 10.20, Step 4, Sub-paragraphs A – G, but the decision shall be made by the Sheriff consistent with the other portions of this Agreement.

ARTICLE 26 SENIORITY, LAYOFF AND RECALL

Section 26.1 Seniority shall be defined as the status attained by continuous length of service as a sworn corrections officer with the Lake County Sheriff's Department.

Section 26.2 The Employer shall maintain a roster of employees arranged according to seniority, showing name, position and anniversary date. Upon request, a copy shall be furnished to the Union during January of each year.

Section 26.3 A "layoff" is defined to be a necessary reduction in workforce of the Corrections Division of the Lake County Sheriff's Department for financial reasons. Layoffs shall be made in the reverse order of seniority consistent with Indiana law. This is to mean that the employee with the least seniority shall be laid off first, and the employee with the most seniority shall be laid off last.

Section 26.4 A "recall" shall be an increase in the work force of the Corrections Division of the Lake County Sheriff's Department following, a lay-off. Recall, shall be made by seniority in accordance with Indiana law. The employee to be recalled first shall have the most seniority and

the employee with the least seniority being the last Individual to be recalled. Notice of recall shall be sent to the employee's address listed on the Employer records and shall be sent by certified mail, return receipt.

Section 26.5 Any employee laid off shall be provided at least thirty (30) days notice prior to the lay-off.

Section 26.6 The Employer shall continue the employee's insurance coverage for sixty (60) days after lay-off.

Section 26.7 Civilian or volunteer help shall not replace an employee's position.

ARTICLE 27. PERSONNEL FILES

Section 27.1 A personnel file is defined as that file maintained as the body of documents that is kept as an official record of the Lake County Sheriffs Department Corrections Division employee's employment history with the Employer.

Section 27.2 The Sheriff shall prescribe regulations for the custody, use and preservation of the records, papers, documents and property pertaining to an employee. All request for personnel file and review will be in writing and added to the employees file.

Section 27.3 It shall be the responsibility of each employee to provide the Sheriff or his/her designee copies of school diplomas, certificates of in-service training, or other pertinent information pertaining to each employee's individual personnel file.

Section 27.4 No documents will be added to this file without a reference to and a copy of the document forwarded to the employee who is the subject of said file.

Section 27.5 No persons other than the members of the Lake County Corrections Merit Board, the Sheriff, or his/her designee, shall read, or view an employee's personnel file except as provided by the state statute.

Section 27.6 Every employee shall be permitted to review and make copies of their personnel file at any reasonable time upon request. Supervisors shall make an effort to provide review of anecdotal records and notes pertaining to an employee in timely response to requests for a conference for this purpose. Requests for file information from entities or individuals beyond the Employer will require notice to the employee by the employer.

Section 27.7 If an employee is involved in a dispute regarding matters in his or her personnel file that may be material, a Union representative shall also be granted access to such employee file at reasonable times where access is authorized in advance by the employee.

Section 27.8 If an employee, upon examining his or her personnel file, has reason to believe that there are inaccuracies in those documents, the employee may write a memorandum to the Sheriff, or his/her designee, explaining the alleged inaccuracy. Upon investigation, the Sheriff or his/her designee shall do one of the following:

- A. The Sheriff, or his/her designee, shall remove the inaccurate material from the personnel file if he feels that the inaccuracies warrant such removal.
- B. The employee's memorandum shall be attached to the material in question and filed with it.

Section 27.9 Any new material placed in an employee's file, after the effective date of this Agreement, may be reviewed. If such material is not inaccurate, but the employee feels that clarification is necessary, the employee may submit to the Sheriff, or his/her designee, a written clarification of the circumstances. Such memorandum shall not contain derogatory or scurrilous matter regarding any other employee. The Sheriff or his/her designee shall immediately arrange to have such memorandum attached to the material to which it is directed and placed in the member's personnel file.

Section, 27.10 The parties agree to strictly adhere to the requirements of the Indiana Privacy Act in regard to the disclosure of information from employee's personnel files.

Section 27.11 Providing there has been no use of disciplinary issues for purposes of progressive discipline, reprimands shall be removed from an employee's personnel file upon written request of the employee. The following time frames will apply to guide removal of verbal written and written reprimands from a personnel file:

- A. Disciplinary issues shall be removed from the employees file after one year if;
 - 1 The employee has no further disciplinary reports placed in his or her personnel file.
 - 2 The employee submits a written request to the Sheriff or his/her designee to have such actions removed.

ARTICLE 28. STRIKE PROHIBITION, NO LOCKOUT

Section 28.1 The Employer and the Union recognize their responsibility to provide for uninterrupted services to the citizens of Lake County, Indiana and therefore the Union agrees that neither it, its officers, agent, representatives or members will authorize or instigate, cause, aid, condone, refuse to cross picket lines, or participate in any strike, or work stoppage by its members or other employees of the Employer for the duration of the Agreement.

Section 28.2 The Employer agrees that it, its officers, agents or representatives, individually or collectively, will not order, authorize, institute, cause, aid or condone any lockout of members of the Union.

ARTICLE 29. SEVERANCE PAY

Section 29.1 Employees terminating employment with at least (20) twenty years of service shall be entitled to the following:

- A. Paid for any vested and earned vacation.

- B. Paid for any compensatory time up to a maximum of four hundred and eighty (480) hours of compensatory time at the employee's current rate of pay.
- C. Longevity pay calculated in accord with the Longevity Ordinance.

Section 29.2 Employees terminating or retiring with less than (20) twenty years of service shall be entitled to the following:

- A. Paid for any vested vacation.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- C. Longevity pay calculated in accord with the Longevity Ordinance.

Section 29.3 Upon the employee's death, his/her estate shall be entitled to the following:

- A. Paid for all vested vacation time.
- B. Paid for any compensatory time still owed up to a maximum of four hundred and eighty (480) hours.
- C. Receive any and all benefits entitled to the beneficiaries or the estate.

Section 29.4 In the case of death, payment shall be paid to the employee's beneficiary or their estate.

ARTICLE 30. PROFESSIONAL STANDARDS

Section 30.1 Nothing in this agreement shall negate in any way the obligation of the Union or its membership to bring to the attention of the Sheriff anything that negates, or tends to negate, the professional image of the Lake County Sheriff's Department Corrections Division and its membership.

ARTICLE 31. CONFORMITY TO LAW

Section 31.1 This Agreement shall be subject to and, subordinated to any applicable present and future Federal and State laws, and the invalidity of any provision(s) of this Agreement by reason of any such existing or future law shall not effect the validity of the surviving provisions of this agreement.

Section 31.2 In the event of a determination pursuant to this Article occurs, the parties hereto will meet within thirty (30) days of such determination and attempt to negotiate a lawful alternative to the affected provision.

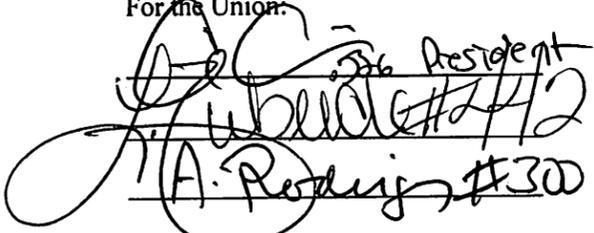
ARTICLE 32. JOB POSTING & BIDDING

Section 32.1 All new or open job assignments for the positions specified below, shall be posted for a period of two weeks. The positions subject to this procedure include new positions and

positions which become open in: records, classification, commissary, clothing, front desk, court security, transportation, booking, and utility officers (movement, law library), as well as training officers, and youth education officers. A job description for each such position, including duties, and job related qualifications, skills, experience, and past performance requirements shall be drafted by the Employer, subject to the approval of the Union Wage & Benefit Committee, prior to any such posting, and shall remain in effect until changed by mutual agreement of the parties. Posting shall be in all control rooms and on the first floor bulletin board. Any officer wishing to apply for a posted job will comply with the following procedures.

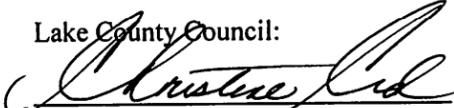
1. File a written application for the job assignment with the Sheriff's office on an agreed upon form supplied by Employer.
2. A list of qualified candidates will be prepared by the Employer. The senior qualified candidate should be selected for the job assignment.
3. In order to maintain the integrity of the jail, no officer may be moved from their respective turn into a specialty position until that officer's replacement is placed on the schedule.
4. During the thirty (30) day period after an Employee begins such a new job assignment, the Employee may elect to return to their former assignment, and thereafter, the Employer may return such an employee to their former assignment, if the Employer determines that the Employee is unable to perform the new assignment satisfactorily.

Signature page follows:

For the Union:

 Resident #242
 A. Rodriguez #300

Lake County Commissioners:

Lake County Council:







Dated: 12-10-13

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In the Matter of Resolution Extending the Payment of a Transfer Between Funds (Temporary Loan)
 Pursuant to I.C. 36-1-8-4(b) Commissary Payroll Pass Thru Fund, Fund No 332.

Dernulc made a motion, seconded by Prince to approve. All voted "Yes", except Strong, "No". Franklin was "absent". Motion to approve carried 5-yes, 1-no, 1-absent.

RESOLUTION NO. 13-93

RESOLUTION TO EXTEND THE PAYMENT OF A TRANSFER BETWEEN FUNDS (TEMPORARY LOAN) PURSUANT TO I.C. 36-1-8-4(b) (COMMISSARY PAYROLL PASS THRU FUND, FUND NO. 332)

WHEREAS, I.C. 36-1-8-4(a) provides for the transfer of funds for a prescribed period, to a fund in need of money for cash flow purposes from another fund; and

WHEREAS, I.C. 36-1-8-4(a)(3) provides that the amount so transferred must be returned to the fund from which it was transferred at the end of the prescribed period; and

WHEREAS, I.C. 36-1-8-4(b) further provides that if the fiscal body of the political subdivision determines that an emergency exists that requires an extension of the prescribed period of transfer, the prescribed period may be extended for up to six (6) months beyond the budget year of the year in which the transfer occurs; and

WHEREAS, on August 13, 2013, by Resolution No. 13-69, the Lake County Council pursuant to I.C. 36-1-8-4(a) approved the following transfers of funds for a period not to exceed December 31, 2013; to-wit:

\$280,210.00 from the Sheriff's Pension Trust Fund, Fund No. 287 to the Commissary Payroll Pass Thru Fund, Fund No. 332; and

WHEREAS, pursuant to I.C. 36-1-8-4(b) the County Council finds that an emergency exists that requires the extension of the prescribed period for six months to June 30, 2014.

NOW, THEREFORE, LET IT BE RESOLVED by the Lake County Council that the repayment date of the temporary loan and transfer approved on August 13, 2013 by Resolution No. 13-69 be extended to June 30, 2014, pursuant to I.C. 36-1-8-4(b) as follows:

\$280,210.00 from the Sheriff's Pension Trust Fund, Fund No. 287 to the Commissary Payroll Pass thru Fund, Fund No. 332.

SO RESOLVED THIS 10th DAY OF December, 2013.


CHRISTINE CID


TED F. BILSKI, President


DANIEL E. DENULC


JEROME A. PRINCE

ELSIE FRANKLIN

No

ELDON STRONG


DAVID HAMM

Members of the Lake County Council

In the Matter Resolution Opposing the Illiana Expressway.

Strong made a motion, seconded by Cid to Suspend Rules, and add this item to the agenda. All voted "Yes", except Prince, and Bilski, "No". Franklin was "absent". Motion to add to the agenda carried 4-yes, 2-no, 1-absent.

Strong made a motion, seconded by Cid to approve the Resolution Opposing the Illiana Expressway.

Cid wanted her comments to be part of the record:

The Illiana Corridor:

I have kept an open mind while reading reports, numerous letters, emails and petitions, and listened to those both in favor and against amending the NIRPC 2040 Comprehensive Regional Plan to include the Illiana Corridor. An awarding winning plan that encourages sustainable development within existing communities whose population centers will be livable and vibrant; values and protects natural, rural, and agricultural assets; and renewing urban core areas by encouraging redevelopment of evolving communities, cities, and towns that have been losing population and experiencing higher poverty and vacancy rates.

The NIRPC 2040 identifies the Illiana Corridor as part of an illustrative list of projects that are "beyond the means of the region to implement". Funding is not realistic without sacrifice of maintenance of local roads and bridges or either an increase in local taxes or new taxes. Even with the recent dedication of 1% sales tax and 100% of gas tax proceeds to fund roads, which were redirected for years to fund state police pensions, the experts say that's probably not enough to adequately maintain and develop Indiana highways. There currently is an unpredicted \$74 million shortfall in the State's budget for 2014-2015 that may give cause for legislation to delay the 1 percent state income tax cut for 2015. And, federal contributions to local road and bridge projects in NWI saw a reduction of nearly 40 million dollars.

Legislature still needs to devise a permanent funding source for Amtrak service in Indiana or give up the stops in Dyer to Chicago, as well as funding both state and local matches for the extension of the South Shore rail. Both are routes to jobs and reasonable alternatives to get folks off the road for both environmental and safety concerns. And, both fit NIRPC's award winning 2040 Plan. Most importantly, prior to consideration the proposed local monetary contributions must be addressed and approved by city, town and county councils. History has proven that too often toll revenues are over predicted and the additional financial burden is placed on the local communities.

I must agree that jobs will be created. But, I feel the number of jobs has not been substantiated and each report states "I believe" not "I know" and differ in every report I have read. And, there is no guarantee that Lake County unemployed residents are ensured these jobs. Investing in a trauma center will provide economic growth and jobs. The Town of Munster has been very successful in capitalizing in a medical business community. And, we know that manufacturing is the core of economic development. Thus, we should work with Purdue Tech's "think tank" to promote development of inventions to be manufactured in our community and train prospective workers to match them with jobs. Also, we have invested too much in the Gary Airport to build a road that leads to development of the proposed Peotone Airport.

There have been statements made that building this toll road will divert heavy trucks off of local roads. This was the main concern of local officials in support of rebuilding Cline Avenue. INDOT officials repeatedly stated that there was not sufficient funding to rebuild Cline at a time when the State had a balanced budget, and suddenly thereafter, found 300 million misplaced dollars. And, yet to this day those heavy trucks are on our local road with our families and are young children have to cross these busy, dangerous streets or ride in school buses to get to and from school.

Residents in Lowell have been referred to as NIMBYs (Not in my back yard), yet we know that the corridor was originally planned to extend to La Porte and Porter counties and due to the vehemently opposed constituents of those communities their legislators, the same ones telling us that the people in Lowell who will sacrifice their homes and land are insignificant to the benefit of building this toll road, had legislation amended for the road to only extend east to I-65, removing the project from THEIR BACK YARD.

To INDOT I say invest in the goals of the NIRPC 2040 plan and support Northwest Indiana projects to gain employment and quality of life of NWI residents, WITHIN THEIR COMMUNITY. Invest in transportation to get folks off the road for both safety and environmental concerns. Illinois has much more to gain than Indiana with the development of the Illiana Corridor. And, to the people that are opposed to this toll road, your voice has been heard. I vote NO for the inclusion of the Illiana in the NIRPC 2040 plan.

Christine Cid
Lake County Councilwoman, 5th District
NIRPC Commissioner

Strong said he thinks between the two States, this highway definitely is in favor of Illinois, and their particular infrastructure problems they have going on. He said INDOT has done a study, and it's showing the Borman Expressway, the traffic has been drastically reduced there, so them using that excuse that they need to reduce the traffic doesn't work for them anymore. Strong said I truly believe that the Illiana, is the pre-requisite to the South Suburban, or the Peotone Airport. Strong passed out a map to the Council, that was provided by the group that did the Study. Strong said it has the "footprint" of the South Suburban Airport on it. Clearly, Strong said, he thinks this airport is in the Plan to do, and they just want to get this highway done first. Strong said, on July 25, 2013, Gov. Quinn in Illinois signed into law IDOT, the authority to build that Airport. Since then, \$71 million dollars has been approved to purchase 300 acres of land, for that airport. Since that time, those purchases have begun, and they are listed on the website. Strong said I think it's definitely in the plan, and I think it's definitely in favor of Illinois, and it's not helping us, or our problems that we have right now. Strong said I support the jobs that are going to be created, but I want full-time jobs, not temporary jobs. Strong said, I think if we work on the already established Gary Airport, we will get those long-term jobs that will benefit our county.

Strong said there are so many things going on that's working against us right now. He said a Lake County resident who works in Illinois has to pay taxes over there, and then I found out just yesterday, in addition,

they are going to get a credit for the 1.5 % income tax here, but I also found out if you are living here and working there, you are going to still have to pay an additional quarter per cent income tax, that's going to go here. Strong said I think that's wrong. He said, I think we need to start taking care of Indiana, I think we need to start taking care of our county, and that's why I clearly oppose this highway.

Prince said Resolutions, by nature are largely symbolic, and he said I started off like that because I was one of the votes who voted "no" to add this to the agenda, and I understand that it's a customary part of doing business, we have resolutions on the agenda, practically every meeting, but if ever there's been one that is clearly one of symbolism, it's this one here, largely because our vote here has absolutely no weight. Prince said I am going to actually do something that I don't believe I have done since I have been a Council member, whether it's on this Body, or City Council, and that's abstain from this vote, largely for the same reasons, but probably the more importantly, is because I'm just not convinced either way. He said the folks who oppose this have bought up some valid points, and then there's those who support it, who I thinks also have valid points.

Prince said I didn't participate in this at all, and I'm just not convinced largely that it's going to be as much of a detraction to the northern quarter as stated, or neither am I convinced that it's going to necessarily be a benefit. Prince said that he is glad that his colleague who sits on Nirpc articulated what her particular position is on this. Prince said I'm just going to assume that her vote would, and this is an assumption on my part, but her vote would be the same Thursday. Not to necessarily single her out, or put her on the spot, because that wouldn't be fair either, but clearly our colleague is the one who gets an opportunity to vote on this, and the one who I have to commend, who, up to this point, has done her due diligence, and making a final determination, if you can call it that, but, Prince said I understand, you want to get momentum with certain items, but as it relates to an issue that's so important like this, Prince said, I just doesn't see where the symbolism or a symbolic vote by this Body lends to something that's probably already decided by the folks who are actually going to vote on it, and who's vote counts.

Bilski said I didn't vote to put this on the agenda for multiple reasons. A lot of issues thrown out there, number one has been our local infrastructure, our roads. If that were such a concern, the funding source isn't going to change for that, if that were such a concern, why did we not support prior to the income tax, the wheel tax that would have been dollar for dollar improvements throughout Lake County for our infrastructure and our roads. Bilski said that did not fail, nor did anyone, and not the majority of this Council barely swung on to get a CREDIT, which is Capital revenue in order to do these infrastructures. Bilski said, that's monies going in there to do work on that, that's going to free up money in our general fund to help bridges and roads. So to sit there and say this is simply going to be a diversion of MVH revenue, I can't concur with. Bilski said second, was brought up on the Peotone airport. We are underway on the expansion of the Gary Airport, and I think we're doing a stellar job. Bilski said the Gary Airport is not ever going to be "earmarked" in my opinion, ever for a commuter airline, I think the concentration there is going to be on freight. It has the surrounding area to support warehousing, and hopefully manufacturing, which would increase the City's AV value, and Bilski said, I think that's where the focus needs to stay. Bilski said, so for those reasons right there, I see this as a viable opportunity to put folks to work, I think this relieves part of our congestion and our heavy traffic, and I think there's also a positive environmental impact by diverting some of that traffic away from our already "cloudy skies" in Northwest Indiana, with the mills there. Bilski said, that's my statement on the matter.

A gentleman spoke saying that there is a lot of funding from the State, from the Federal Government, and the State of Illinois, that this is a viable road that will happen. He said for 2 years the audience, and the public, have had general comments to make about the Illiana, recently, the Transportation Committee from Nirpc voted in favor of the Illiana 18-8. He said, in the past, our great Legislators have voted in favor of it, the Senate, in 2010 voted 48-0 in favor of it, and that make-up is Republicans, and Democrats. He said in the House of Representatives, it was approved 89-6, in favor of the Illiana. He said he thinks our Legislators have spoken, and he respects the Council, and he respects their decisions. He said he thinks that nothing has changed since 2000, if anything transportation needs have become greater. He said the Illiana, in his eyes, is definitely a great need, and he would like the Council to actually approve it because there is a great need. He said to Councilwoman Cid, it is about \$1.5 billion dollars worth of work, and there are going to be thousands of jobs to create it, to build it, and not only after they build it, all the economic development that will be around it, and it's a proven fact, if you build the roads, they are going to come. It's going to be sub-divisions, it's going to be warehouses, going to be trucking companies, it's going to be many different things that's going to be surrounded by it, it's truly economic growth, and as the Council, you're supposed to look at economic growth and what's good for, not only Lake County, but also the State too, and we think it would be a good thing, so we'd like for you to approve it, and he said to Councilman Prince, I'd like for you to not abstain, but to vote, and to vote with your heart.

Dan Murckek who serves as President of Northwest Indiana Federation of Labor, stands in support of the Illiana. He said we've been in support of this from day one. He said there are no guarantees on who the jobs will actually go to, but we know a majority of those jobs will go to Lake County residents, and Indiana residents. He said we believe the development of this highway will relieve the congestion on 80/94, especially the truck traffic. He said it only takes one accident, and this county snarls. We need another east/west corridor, we support the Gary Airport growth, we believe the Gary Airport is moving in the right direction. He said he actually sees besides freight and cargo out of there, he also believes there will be some commercial flights out of there, limited though what they may be, but they will be destination flights.

He said the Gary Airport is way ahead of the Peotone Airport. This road will bring many needed jobs, continued jobs. This will create economic development, after the road is built, with businesses that pop up, and the population shift is moving that. He said we also support the growth in our North County, but this is a road that's been on the planning board for many years, and we stand in support of this highway strongly.

Hamm said after hearing Councilwoman Cid, and after the last meeting hearing Councilwoman Franklin, I think that pretty much sums it up for me. I have received more calls on this particular issue, than I have on any other issue. Hamm said Cid brought up the fact about Cline Avenue. Hamm said he thinks she hit the nail on the head there. We couldn't afford to re-build the Cline Avenue extension, but we can afford to build a toll-road? Hamm said, for those reasons, I will be supporting this resolution.

Wayne Weitbrock, resident, farmer, commercial, south county, is opposed for the toll-road to go through. He asked how will it affect us, to the benefit of others, to the detriment of our farms, our businesses, fire, police, ambulance service, disruption of our community? Are the benefits enough to make up for what some people think, economic issue. We don't have enough money to build, Cline Ave, local roads to the north. How can they come up with the money to build a toll-road? They said a toll-road, but the investors are not coming, we as the taxpayers would have to make up the difference. The penalty is the investors don't make their money on their toll-road, then we as the taxpayers would have to make up the difference. Think about the other aspect, if you wanted to build a warehouse, a factory, where would you build it?

Wayne said Nirpc votes on this, on a "weighted" basis. Weighted according to population, not according to economic issues, but according to the population, "weighted". If you look at the numbers on how they are weighted, our weight is very small compared with this. The concern will be for us, the detriment of our communities, for the benefit of a few. He hopes for a vote, not in favor of Illiana.

Gregory Sanchez, Surveyor said he will be voting on the Nirpc issue. He said that they are looking at this issue, from a perspective of drainage issues, with regard to possible construction of that road. He said he is still taking it under advisement. He said he is studying the issue, he has been to the meetings, and he just wanted to inform the public that he hasn't made a decision yet. He said either way, it covers 6 regulated drains, and they will make sure that the water flows properly.

Bilski explained that a "Yes" vote would be to support the Resolution Opposing the Illiana Expressway, and a "No" vote is to deny this Resolution.

All voted "Yes", except Bilski, and Prince, "No". Franklin was "absent". Motion carried 4-yes, 2-no, 1-absent.

RESOLUTION NO. 13-94

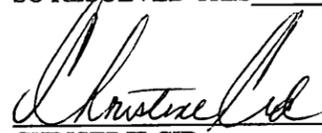
LAKE COUNTY COUNCIL
RESOLUTION OPPOSING THE ILLIANA EXPRESSWAY

- WHEREAS,** the States of Indiana and Illinois are considering the establishment and construction of an expressway known as the Illiana Expressway; and
- WHEREAS,** the Illiana Expressway is proposed to be constructed in South Lake County; and
- WHEREAS,** the industrial assets of Lake County, Indiana are predominantly concentrated in North Lake County; and
- WHEREAS,** the future of the Gary/Chicago International Airport located in Gary, Calumet Township, Indiana is highly dependent upon transportation and could reach its maximum potential with the development of storage facilities adjacent to the airport; and
- WHEREAS,** this Federal Government has already taken steps in the last ten years to reconfigure the major intersections of I-65, I-80, I-90 and I-94 to eliminate major congestion; and
- WHEREAS,** the proposed route for the Illiana Expressway in South Lake County will cut across pristine agricultural farm land; and
- WHEREAS,** the proposed Illiana Expressway may be constructed as a toll road which will eliminate an incentive for vehicle operators to utilize the facility.

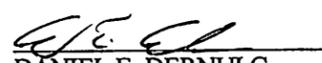
NOW, THEREFORE, LET IT BE RESOLVED as follows:

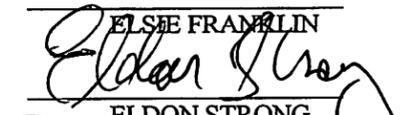
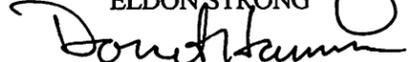
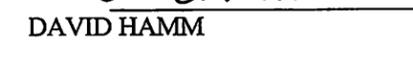
That the County Council of Lake County, Indiana, as the County's fiscal and legislative body is not in favor of either the Illiana Expressway, or its present proposed location.

SO RESOLVED THIS 10th day of December, 2013.


CHRISTINE CID


TED F. BILSKI, President


DANIEL E. DERNULC


ELSIE FRANKLIN

ELDON STRONG

DAVID HAMM


JEROME A. PRINCE

Members of the Lake County Council

In the Matter of Resolution Opposing the Innkeeper's Tax Revenue and Gambling Admission Tax Revenue to be Used outside Lake County by the South Shore Convention Authority.

Cid made a motion, seconded by Hamm to approve.

Dernulc made a motion, seconded by Bilski to defer to 1-14-14.

All voted "Yes", except Hamm, Prince, Cid, and Strong, "No". Motion to defer failed 2-yes, 4-no, 1-absent.

The motion made by Cid, seconded by Hamm to approve stands.

Cid said, I asked for this Resolution, not only because of the plan to move the air show to another County, and use almost \$500,000 that is generated here in our County. Cid said that she believes that the intent when the County Council passed this tax was to be collected by its' residents, some residents do stay in motels, and go to the boats. It was to promote Lake County, and not another County, so for that reason, and I read the law, I read the Indiana Code, it's reading, "in the County, "of the County, "for the County, "within the County". It's evident that its' intended purpose is for Lake County, Indiana to benefit Lake

County, Indiana, an event promoting us, advertising us, so for that reason that's why I asked for this Resolution opposing the use of those dollars outside outside of Lake County.

Bilski said he did not support this Resolution to be added to this agenda for the simple fact that he doesn't know enough about it. He said he has heard that there has been a lot of technical problems. He said he agrees with what Councillady Cid said. If the money is generated here, it should be spent here. He said this air show won't take place until this summer, so we have some time. Bilski said, he has not talked to the Board members, nor has he had the opportunity to find out what technical problems lay in front of them. He said he does have some concerns. Bilski said he isn't going to get involved in the individual mismanagement, or the failure to follow protocol, which Bilski said, is my opinion, of the Tourism Bureau. That's something that's going to be handled in-house, he said he has been told, is the inability to collect the revenue, to have it sustain itself at it's current location. Bilski said he thinks that it's an awesome air show at the beach, and he'd love to see it stay there forever, but if it's "hemorrhaging", and not generating revenue, and Bilski said, he doesn't know that, he hasn't been able to get all of the facts.

Bilski said he is a little concerned about passing the Resolution until he has had the opportunity to fully research everything, and talk to everyone on the Board, and find out more information.

Hamm said he doesn't think this has anything to do with the air show. He said he thinks this is to promote tourism. If we don't have an air show in Gary, Indiana, so be it, but Hamm thinks that these monies are meant to promote tourism. There are many festivals, there are many other things that could be done with the money. Hamm said he doesn't think that we should get "hung up" on if there has to be an air show, if it's going to be in this location, or that location, but he thinks the most important thing is to promote tourism in Lake County, Indiana.

Dernulc said that he wants to echo what Bilski said because he also doesn't know enough. He also would like to see the money stay here, but if there's a reason, he would like to bring the Executive Director in, just to talk to him. He said, not knowing the information, he doesn't know how he could vote for, or against this.

Cid said added that she knows the City of Hammond also passed a Resolution opposing these dollars going outside the County. She said that she didn't want them to make their Resolution because their Resolution, more or less, did focus on the air show. Cid said I have always felt this way, and so that's why this Resolution does not even mention an air show. Cid just wanted to clarify that, she did not want to mimic their Resolution, for that reason.

Bilski said he just isn't convinced that there is no financial impact regionally on this.

All voted "Yes", except Dernulc, and Bilski, "No". Franklin was "absent". Motion to approve carried 4-yes, 2-no, 1-absent.

ORDINANCE NO. 1367A

LAKE COUNTY MILEAGE RATE ORDINANCE FOR 2014

WHEREAS, the Lake County Council establishes the mileage rate for County employees entitled to expenses for use of their vehicles; and

WHEREAS, the Lake County Council desires to reflect the mileage rate established by the Federal government for its employees; and

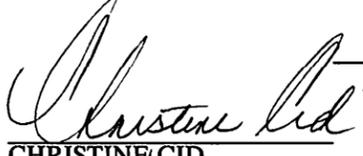
WHEREAS, the Federal mileage rate established for the year 2014 is fifty-six (.56) cents per mile.

NOW, THEREFORE, LET IT BE ORDAINED that the Lake County Council does hereby establish the rate of fifty-six (.56) cents per mile for County employees entitled to receive mileage expenses for use of their vehicles for the year 2014.

SO ORDAINED this 10th day of December, 2013.



 TED F. BILSKI, President



 CHRISTINE CID

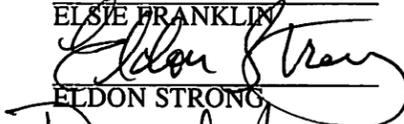


 DANIEL E. DERNULC



 JEROME A. PRINCE

 ELSIE FRANKLIN



 ELDON STRONG



 DAVID HAMM

Members of the Lake County Council

In the Matter of Ordinance Establishing the Lake County Part-Time Employees Pay Rate Ordinance for 2014.

Cid made a motion, seconded by Hamm to approve Ordinance Establishing the Lake County Part-time Employees Pay Rate Ordinance, for 2014, on First Reading. All voted "Yes", except Franklin, "absent". Motion to approve on First Reading carried 6-yes, 1-absent.

Cid made a motion, seconded by Hamm to Suspend Rules. All voted "Yes", except Franklin, "absent". Motion to Suspend Rules carried 6-yes, 1-absent.

Cid made a motion, seconded by Hamm to approve on Second Reading. All voted "Yes", except Franklin, "absent". Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1367B

LAKE COUNTY PART-TIME EMPLOYEES
PAY RATE ORDINANCE FOR 2014

WHEREAS, Lake County employs individuals on a part-time basis in order to provide services to the citizens of Lake County and State of Indiana; and

WHEREAS, the Lake County Council desires to establish a schedule of payment for Lake County part-time employees;

NOW, THEREFORE, LET IT BE ORDAINED BY THE LAKE COUNTY COUNCIL AS FOLLOWS:

SECTION I. A part-time employee is a person who works a portion of the regular daily or monthly schedule, or is not assigned to fill a permanent position created by the Lake County Council, or State or Federal Law.

SECTION II. All part-time employees not covered by the following list shall be paid a minimum rate of \$7.25 per hour, except that part-time employees designated by an individual officeholder or department head as semi-professional may be paid a maximum rate of \$8.00 per hour. The establishment of such a rate shall be at the discretion of the individual officeholder or department head, provided however, that all levels of hourly pay so established must be at fifty cent intervals, unless otherwise provided.

SECTION III. Notwithstanding Section II, the following apply for part-time and hourly named people, at the discretion of the officeholders:

- | | | |
|----|--|-----------------|
| 1. | Surveyor (part-time) | \$15.00/hr. |
| 2. | Calumet/St. John Township Assessor | |
| | Auditor positions | 25.00/hr. |
| 3. | Co. Ass'r (Board of Appeals) | 12.00/hr. |
| 4. | Township Assessor/Lake County Assessor | |
| | Real Estate Deputy | 10.00-12.00/hr. |
| 5. | Hobart Township Assessor | |
| | Real Estate Field Person | 10.00-12.00/hr. |

- 6. Township Assessors & County Assessors
Positions for reassessment duties:
 - a. Data Entry Personnel 10.00 - 12.00/hr.
 - b. Field Personnel I 10.00 - 12.00/hr.
 - Field Personnel II 12.00 - 14.00/hr.
 - c. Supervisor/Coordinator 13.00 - 15.00/hr.
 - d. Project Director 15.00 - 17.00/hr.
 - e. Clerical Personnel 10.00 - 12.00/hr.
 - f. Photographer 10.00 - 12.00/hr.
- 7. a. Ass't Attys. on contract with the Lake
County Council, Lake County Board of
Commissioners, Superior or County Courts,
or any other dept. of County Government
(This section does not apply to salaried
attorneys hired under a position established
by the Lake County Council, or attorneys who
contract at a different rate approved by the
Lake County Council and the Lake County Board
of Commissioners) 90.00/hr.
- b. Attorneys for the Lake County Council or
Lake County Board of Commissioners, who
are employed as local bond counsel or
involved in special litigation for Lake
County, Indiana and approved by the Board of
Commissioners or County Council 150.00/hr.
- c. Legal services for representation of
regular presiding judge in lawsuit
filed with the Indiana Supreme Court
naming the Lake Circuit Court as a
Respondent (with a cap at \$3,780.00) 200.00/hr.
- 8. Co. employed Medical Doctors & Dentists 75.00/hr.
- 9. Prosecutor's Office:
 - a. Deputy Prosecutors 7.25 - 20.00/hr.
 - b. Adult Protective Services Invest. 7.25 - 12.00/hr.
 - c. Semi-prof. law clerks, paralegals,
all other investigators 7.25--10.00/hr.
 - d. Secretary 7.25--10.00/hr.
 - e. Administrative Personnel 10.00-25.00/hr.
- 10. Health Dept.
 - a. Clerk 10.00-12.75/hr.
 - b. Special Projects Coordinator 15.00/hr.
 - c. LHMF Pool & Beach Monitor/Lab Technician 20.00/hr.
 - d. Seasonal Vector Control Technician 8.00-12.50/hr.
 - e. Part-Time Instrument Chemist 13.50/hr.
 - f. TB Outreach Assistant 16.00/hr.
 - g. Vector Control Program Assistant
Director/GPS & GIS System Manager 20.00/hr.
- 11. Parks & Rec.
 - a. Skilled craft: 7.25 - 14.00/hr.
at .15 cent increments
 - Painter
 - Mechanic

- Equipment Operator
- Carpenter
- Groundskeeper
- Electrician
- b. Technical: 7.25 - 14.00/hr.
at .15 cent increments
 - Bookkeeper
 - Interpretive Educator
 - CAD Operator
 - Computer Operator/Programmer
 - Concession Manager
 - Merchandise Manager
 - Lifeguard
- c. Security:
 - Off Duty Police Officers 16.00 - 25.00/hr.
- d. Professional:
 - Assistant Manager 7.25 - 14.00/hr.
 - Landscape Architect 10.46/hr.
 - Planner
- 12. Election Board
 - a. Clerk 10.50/hr.
 - b. Seasonal Voting Machine Mechanics 7.25 - 10.00/hr.
- 13. Weights & Measures Dept.
 - a. County Inspector 12.00/hr.
 - b. Secretary & Technicians 8.00 - 9.50/hr.
 - c. Administrative Assistant 10.46/hr.
- 14. Lake County Council
 - Secretary 7.25 - 13.50/hr.
- 15. Coroner:
 - a. Investigator/Photographer I 12.00/hr.
 - b. Investigator/Photographer II 12.00/hr.
 - c. State Certified Medicolegal
Death Investigators 12.00/hr.
- 16. Lake County Community Development
(Weatherization Program)
 - a. Work Crew 7.25 - 10.00/hr.
 - b. Management, Carpenter 10.00 - 16.00/hr.
- 17. Lake Superior Court,
County Division, Room No. II
 - a. Clerk 10.00/hr.
 - b. Secretary 12.00/hr.
- 18. Lake Superior Court, County Div. III
 - a. Probation monitor 10.00/hr.
 - b. Court Reporter 10.00/hr.
 - c. Bailiff 10.00/hr.
 - d. Secretary/receptionist 10.50/hr.
- 19. Lake Superior Court - County Division IV
 - Court Clerk 10.00/hr.
- 20. Lake Superior Court, Civil Division
 - a. Resource Director Up to a maximum
of \$15.00/hr.

	b. Court Reporter	Up to a maximum of \$15.00/hr.
	c. Secretary/Office Manager	Up to a maximum of \$15.00/hr.
	d. Bailiff	Up to a maximum of \$15.00/hr.
	e. Law Clerks	15.00/hr.
21.	Lake Superior Court, Juvenile Division	
	CASA Technicians	13.00/hr.
	CASA Assistant Director	57.00/hr.
	Registered Nurse	9.00/hr.
	Probation Officer/12428-001	14.7969/hr.
	Probation Officer/12428-018	24.2344/hr.
	Probation Officer/12428-024	21.3894/hr.
	Probation Officer/12428-031	19.4459/hr.
22.	Lake County Juvenile Center Psychologist (maximum 9 hrs. per week)	40.43/hr.
23.	Lake Superior Court, Criminal Division	
	a. Probation Officer	14.00/hr.
	b. Off Duty Police Officer	22.00/hr.
	c. Court Administrator	20.00/hr.
24.	Lake Circuit Court	
	a. Care Provider	10.00/hr.
	b. Law Clerks	12.00/hr.
	c. Doctor of Psychology	75.00/hr.
	d. Clinician (with Master's Degree in Family Therapy)	75.00/hr.
25.	Clerk of the Circuit Court Clerk/Part-Time	15.00/hr.
26.	Public Defender's Office	
	a. Law Clerks	14.00/hr.
	b. Paralegals	14.00/hr.
	c. Investigator	14.00/hr.
27.	Lake County Emergency Management Coordinator/Project Impact Grant	12.00-15.00/hr.
28.	Board of Commissioners	
	a. Comm.'s assistant for Commissioner Real Estate Tax Sales	10.50/hr.
	b. Purchasing Assistant	8.00-12.00/hr.
29.	Lake County Sheriff's Department	
	a. Bookkeeper	12.00-15.00/hr.
	b. Radio Dispatcher (Sheriff)	12.00-15.00/hr.
	c. EMT	12.00-15.00/hr.
	d. Corrections Qualified Mental Health Professional (QMHP)	24.00/hr.
	e. Corrections Qualified Mental Health Professional Candidate (QMHP-C)	17.00/hr.
	f. Corrections Qualified Mental Health Staff (QMHS)	10.50/hr.
	g. Clerks	10.00/hr.

- h. Maintenance 10.00/hr.
- i. Investigator 12.00-15.00/hr.
- 30. Lake County Public Works Dept. Sign Technician 10.79/hr.
- 31. Lake County Recorder Deputy Recorders 10.00-15.00/hr.
- 32. Lake County Fairgrounds
 - a. Maintenance Employees 8.50/hr.
 - b. Grounds Keeper (Major Equipment Operator) 8.00-12.00/hr.
- 33. Lake County Highway Dept. Engineer Intern 12.50-14.00/hr.
- 34. Lake County Soil and Water Cons. Dist. Secretary 7.25-11.00/hr.
- 35. Auditor's Office
 - a. Accounting Clerks 7.25-10.00/hr.
 - b. Administrative Personnel 11.00-15.00/hr.
- 36. Treasurer's Office Administrative Personnel 8.00-12.00/hr.
- 37. Court Administrator
 - a. Bond Court Judge 90.00/hr.
- 38. Lake County Plan Commission Professional Land Planner 15.00/hr.

SECTION IV. A. In the event any part-time employee of Lake County, Indiana, cannot continue a work assignment due to weather conditions, the employee shall be relieved from the assignment for the balance of the work day and be paid only for the actual time incurred working on the assignment.

B. In the event any part-time employee of Lake County, Indiana, reports for work and is unable to begin work due to weather conditions the employee shall be relieved for the work day, and be paid for two hours.

SO ORDAINED this 10th day of DECEMBER, 2013.

Ted F. Bilski
TED F. BILSKI, President

Christine CID
CHRISTINE CID

Elsie Franklin
ELSIE FRANKLIN

Daniel E. DERNULC
DANIEL E. DERNULC

Eldon Strong
ELDON STRONG

Jerome A. Prince
JEROME A. PRINCE

David Hamm
DAVID HAMM

Members of the Lake County Council

In the Matter of Ordinance Creating the Lake County Regional Detention Facility for Juveniles Fund.

Prince made a motion, seconded by Hamm to approve on First Reading.
Strong said he has a problem with liability issues. If we take somebody in, we accept another juvenile from another jurisdiction, and something happens here, what about liability issues, that's always a concern for us?
The answer is inaudible.

All voted "Yes", except Franklin, "absent". Motion to approve on First Reading carried 6-yes, 1-absent.

Prince made a motion, seconded by Hamm to Suspend Rules. All voted "Yes", except Franklin, "absent".
Motion to Suspend Rules carried 6-yes, 1-absent.

Prince made a motion, seconded by Hamm to approve on Second Reading. All voted "Yes", except Franklin, "absent".
Motion to approve on Second Reading carried 6-yes, 1-absent.

ORDINANCE NO. 1367c**ORDINANCE ESTABLISHING THE
LAKE COUNTY REGIONAL DETENTION
FACILITY FOR JUVENILES FUND A NON-REVERTING FUND**

- WHEREAS**, pursuant to I.C. 36-2-3.5-5, the County Council shall adopt ordinances to promote efficient County Government; and
- WHEREAS**, pursuant to I.C. 36-2-5-2(b), the County Council shall appropriate money to be paid out of the County Treasury, and money may be paid from the County Treasury only under appropriation made by the County Council, except as otherwise provided as law; and
- WHEREAS**, pursuant to I.C. 36-1-8-4, the Lake County Council may by ordinance or resolution transfer money from one fund to another; and
- WHEREAS**, the Lake County Council desires to establish by ordinance all funds within the County Treasury, from which appropriations and transfers require County Council approval; and
- WHEREAS**, the Lake County Juvenile Court operates a Juvenile Detention Center that may have open bed space to house out of county children and federal juvenile detainees for a fee; and
- WHEREAS**, the Lake County Council desires to create the Lake County Regional Detention Facility for Juveniles Fund for the deposit and use of fees collected to house out of county children and federal juvenile detainees in the Lake County Juvenile Detention Center.

NOW, THEREFORE, LET IT BE ORDAINED AS FOLLOWS:

1. That the Lake County Council now establishes the Lake County Regional Detention Facility for Juveniles Fund, a non-reverting fund, established for the deposit of fees collected to house out of county children and federal juvenile detainees.
2. That the fees shall be used solely to support the Lake County Juvenile Court and Lake County Juvenile Detention Center.
3. That appropriations from the fund shall be subject to approval by the Lake County Council, or as otherwise provided by law.
4. Any money remaining in the fund at the end of the year shall not revert to the General Fund but continue in the Lake County Regional Detention Facility for Juveniles Fund.

SO ORDAINED THIS 10th DAY OF DECEMBER, 2013.


CHRISTINE CID


TED F. BILSKI, President


DAVID HAMM


DANIEL E. DERNULC

ELSIE FRANKLIN


ELDON STRONG


JEROME A. PRINCE

Members of Lake County Council

In the Matter of Plan Commission Ordinance # 2413 and 2414.

Strong made a motion, seconded by Prince to defer Plan Commission Ordinance # 2413 to January 14, 2014.

Strong said that he needs to get some clarification on some issues.

Ned said on Ordinance 2414, the removal of a temporary office, there was no recommendation made by the BZA, nor were there any findings forwarded. The recommendation actually was to remove the trailer within 60 days. There was no favorable (inaudible). Ned said that Ray and I both felt that we probably should defer this and get clarification from the BZA, and in addition to Ordinance #2113, there were no guidelines set down by the BZA for that, and they are looking for a deferral on that one also.

He said you can talk to Mr. Weiser who represents Mr. Pirl about this, he is in total agreement because he was as confused as we were.

All voted "Yes", except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

Strong made a motion, seconded by Prince to defer Plan Commission Ordinance # 2414 to January 14, 2014. All voted "Yes", except Franklin, "absent". Motion to defer carried 6-yes, 1-absent.

Public Portion

Mr. Alan Stankovich, a resident of Griffith, IN had questions, and comments about the Lake County Tax. He is concerned that the tax is not uniformed throughout the State.

He said that a person living in Illinois, working in Lake County only has to pay .5%, whereas a resident who lives in Lake County has to pay 1.5%. Mr. Stankovich said, that is not uniformed.

Attorney Szarmach said that all of the Constitutional arguments have been taken up through Court process to the Supreme Court, over the last 15 to 20 years, and what you see in front of you now, is what the Supreme Court of the State of Indiana has agreed is Constitutional.

Attorney Szarmach said that that is what the Courts' decided.

Bilski said that he believes that whether or not we agree, or disagree, and he believes that most of us would like to see uniformity, he believes that the Attorney General for the State of Indiana would be the person that has to address that issue. We don't make, change, implement, that's done through the Department of Revenue. We have absolutely no control of the collection of that, how it's mandated. It's all done by the State. We are an "arm" of State government, and he thinks, in his opinion, that Mr. Stankovich' argument would have to be brought up with the Attorney General.

There being no further business to come before the Council, it was moved, and seconded that the Council does now adjourn, to meet again, as required by Law.

President, Lake County Council

ATTEST:

Lake County Auditor,
Peggy Holinga Katona

In the Matter of Resolution Opposing the Illiana Expressway.

Strong made a motion to Suspend the Rules and add this item to the agenda.

All voted "Yes", except Prince, and Bilski, "No". Franklin was "absent". Motion to add to the agenda carried 4-yes, 2 no, 1-"absent".