

Proceedings
of the
County Board
of
McLean County,
Illinois

August 22, 2006

*Subject to approval at
September 19, 2006
County Board Meeting*



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August 22, 2006

The McLean County Board met on Tuesday, August 22, 2006 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Vice-Chairman Matt Sorensen presiding.

Invocation was given by Member Owens and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, David Selzer, Matt Sorensen, and Cathy Ahart.

The following Members were absent:

Members Terry Baggett and Michael Sweeney

Consent Agenda:

Vice-Chairman Sorensen asked if there were any items to be amended or removed from the Consent Agenda. No requests were made at this time.

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, July 18, 2006
- B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of a Resolution and Letting Results From August 8, 2006 County and Township Projects and August 14, 2006 County Project
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the application of Evergreen FS, Inc. in case SU-06-14 for a Special Use to Allow an Agricultural Processing Facility – Grain Storage - in the Agriculture District on property which is located in Old Town Township immediately west of 2400 East Road (County Highway 28) and approximately 580 feet south of Fleming street in Holder, IL.
 - 2) Subdivision Cases:
 - a) None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Executive Committee
 - a) Request Approval of a Resolution of the McLean County Board Proclaiming the Week of August 27-September 2, 2006 As “Workforce Development Week”
 - 2) Justice Committee
 - a) Request Approval of a Resolution of the McLean County Board Proclaiming Thursday, September 21, 2006 as “*It’s Time to Talk Day*” and the Month of October 2006 as “*Domestic Violence Awareness Month*” in McLean County
 - b) Request Approval of a Change Order for the Sheriff’s Department to add a SimplexGrinnell Ultrasonic Man-Down System to the Adult Jail Renovation Project Pending Review of Available Funding in the Contingency Account in the spring of 2007 prior to completion of the Sheriff’s Department Renovation – Sheriff’s Department 0029

F. Chairman's Appointments with the Advice and Consent of the County Board:

REAPPOINTMENTS:

ADRIAN DRAINAGE DISTRICT

Vernon Thomas
200 N. 1400 East Road
Heyworth, IL 61745
(Three-year term to expire on September 1, 2009)

CHENOA DRAINAGE DISTRICT

Donald Jacobs
28664 N. 2650 East Road
Chenoa, IL 61726
(Three-year term to expire on September 1, 2009)

EASTERBROOK DRAINAGE DISTRICT

Irvin Bane
6390 N. 3725 East Road
Bellflower, IL 61724
(Three-year term to expire on September 1, 2009)

FAIRBURY FIRE PROTECTION DISTRICT

Richard Stoller
34937 E. 2800 North Rd.
Chenoa, IL 61726
(Three-year term to expire on April 30, 2009)

GOLDEN RULE DRAINAGE DISTRICT

Donald Wayne Eymann
31253 E. 3100 North Rd.
Chenoa, IL 61726
(Three-year term to expire on September 1, 2009)

GOLDEN RULE DRAINAGE DISTRICT

David Wilkins
12022 E. 950 North Road
Chenoa, IL 61726
(Three-year term to expire on September 1, 2009)

GRIDLEY DRAINAGE DISTRICT

Enid Schlipf
17766 E. 2900 North Road
Gridley, IL 61744
(Three-year term to expire on September 1, 2009)

KUMLER DRAINAGE DISTRICT

John Leonard
254 E. 300 North Road
Gibson City, IL 60936
(Three-year term to expire on September 1, 2009)

LAWNDALE-CROPSEY DRAINAGE DISTRICT

Leslie DeFries
104 N. Madison Street
RR1, Box 101F
Sibley, IL 61773-9766
(Three-year term to expire on September 1, 2009)

MACKINAW DRAINAGE DISTRICT

David Brucker
25019 E. 1400 North Road
Ellsworth, IL 61737
(Three-year term to expire on September 1, 2009)

NORMAL-TOWANDA DRAINAGE DISTRICT

Mr. Jerry Henderson
102 Quincy
Towanda, IL 61776
(Three-year term to expire on September 1, 2009)

PATTON DRAINAGE DISTRICT

James Lindsay
24535 South West Street
Lexington, IL 61753
(Three-year term to expire on September 1, 2009)

SANGAMON RIVER DRAINAGE DISTRICT

Eugene Williams
27840 E. 975 North Rd.
Ellsworth, IL 61737
(Three-year term to expire on September 1, 2009)

WHITE STAR DRAINAGE DISTRICT

Irvin Bane
6390 N. 3725 East Road
Bellflower, IL 61724
(Three-year term to expire on September 1, 2009)

APPOINTMENTS:

None

RESIGNATIONS

PANTHER CREEK DRAINAGE DISTRICT

Richard Kiefer, Sr.

2471 East 1000 North Rd.

Gridley, IL 61744

- G. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on August 15, 2006, for a letting held on August 8, 2006 for one (1) McLean County Non-MFT Construction Section project and two (2) Township MFT Construction Section projects and for a letting held on August 14, 2006 for one (1) McLean County Non-MFT Construction Section project; and

WHEREAS, the Transportation Committee duly approved the bids on August 15, 2006.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

Non-MFT CONSTRUCTION SECTIONS:

McLean County Combined Sections 06-00027-05-SC & 06-00113-05-SC

The successful bidder for the above section was:

AC Pavement Striping Co \$98,254.34

McLean County Sections 06-00029-02-SM – LeRoy School Rd – CH 40

The successful bidder for the above section was:

Rowe Construction Co, a Div of RA Cullinan & Son, Inc \$89,508.40

MFT TWP CONSTRUCTION SECTIONS:

Lexington RD Sec 02-21131-00-AS – GR 13


The Successful bidder for the above section was:

Towanda Company \$95,840.00

Money Creek RD Sec 05-23132-00-AS – GR 13

The successful bidder for the above section was:

Towanda Company \$71,880.00



Michael F. Sweeney, Chairman
McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on August 22, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 22nd day of August, A.D., 2006.

[SEAL]


Peggy Ann Milton, McLean County Clerk

McLEAN COUNTY HIGHWAY DEPARTMENT

AUGUST 8, 2006

McLEAN COUNTY
EC. 06-00027-05-SC & 06-00113-05-SC

	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	MICRO-SURFACING (PEORIA)	AC PAVEMENT STRIPING	ROWE	MICRO-SURFACING (STERLING)
		SQ YD	60,168	\$1.97	\$118,530.96	BID BOND	BID BOND	UNIT PRICE	UNIT PRICE
					TOTAL	TOTAL	TOTAL	TOTAL	TOTAL
					\$118,530.96	\$98,675.52	\$98,254.34	\$0.00	\$0.00
						-16.75%	\$98,254.34	\$0.00	-100.00%
							-17.11%		-100.00%

EXINGTON RD
EC. 02-21131-00-AS-GR 13

	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ROWE	TOWANDA CO
	Spread thru a box on the Road	TON	8,000	\$11.50	\$92,000.00	\$3,000.00 BID CHECK	\$3,000.00 BID CHECK
					TOTAL	TOTAL	TOTAL
					\$92,000.00	\$100,000.00	\$95,840.00
						8.70%	\$95,840.00
							4.17%

ONEY CREEK RD
EC. 05-23132-00-AS-GR 13

	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ESTIMATE	ROWE	TOWANDA CO
	Spread thru a box on the Road	TON	6,000	\$11.50	\$69,000.00	\$3,000.00 BID CHECK	\$3,000.00 BID CHECK
					TOTAL	TOTAL	TOTAL
					\$69,000.00	\$75,000.00	\$71,880.00
						8.70%	\$71,880.00
							4.17%

McLEAN COUNTY HIGHWAY DEPARTMENT
August 14, 2006

McLEAN COUNTY
SEC. 06-00029-02-SM

ITEM	DELIVERY	UNIT	QUANTITY	UNIT PRICE	ENGINEERS ESTIMATE TOTAL	ROWE UNIT PRICE	ROWE TOTAL
BIT MATLS PR CT		GAL	325	\$2.50	\$812.50	\$0.01	\$3.25
AGG PR CT		TON	15	\$24.00	\$360.00	\$0.01	\$0.15
BIT SURF REM BUTT JT		SQ YD	288	\$32.00	\$9,216.00	\$20.00	\$5,760.00
TEMPORARY RAMPS		SQ YD	28	\$32.00	\$896.00	\$25.00	\$700.00
AREA REF CR CON TRA		SQ YD	6,058	\$2.25	\$13,630.50	\$2.50	\$15,145.00
AGGREGATE SHLDS B		TON	110	\$45.00	\$4,950.00	\$39.00	\$4,290.00
WATER VALVES ADJUST		EACH	1	\$950.00	\$950.00	\$500.00	\$500.00
MAN ADJUST		EACH	4	\$950.00	\$3,800.00	\$500.00	\$2,000.00
BC SC SUPER "C" N50		TON	580	\$70.00	\$40,600.00	\$77.00	\$44,660.00
LEV BIND MM SUPER N50		TON	235	\$78.00	\$18,330.00	\$70.00	\$16,450.00
					\$93,545.00		\$89,508.40
							-4.32%

FINDINGS OF FACT AND NO RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Evergreen FS in case SU-06-14, parcel no. 22-13-400-004. They are requesting a special use to allow an Agricultural Processing Facility – Grain Storage - in the Agriculture District on property which is part of the SE ¼ of Section 13, Township 23N, Range 3E of the 3rd P.M. and is located in Old Town Township immediately west of 2400 East Road (County Highway 28) and approximately 580 feet south of Fleming street in Holder, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on August 1, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT – The proposed grain storage will take place immediately south of the Norfolk and Southern Railroad tracks in part on railroad property and in part on the Kaufman farm property to the south. The Kaufman farm property is in crop production, and the railroad property is vacant. The farm property has 1200 feet of frontage on the west side of 2400 East Road (County Highway 28), an asphalt road 22 feet in width.

SURROUNDING ZONING AND LAND USE - The land is in the Agriculture District and is surrounded by land in the Agriculture District. The land to the north across the railroad tracks is used as a grain elevator. The land to the east is occupied by a single family residence. The land to the south and west is in crop production.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 93 out of 125 points. The site assessment score was 104 out of 175 points. The total LESA score was 197 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards listed in Section 207.6 (Standards for Map Amendments) of the Zoning Ordinance.

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant intends to use the site for temporary outside storage of grain. The proposed storage area will be oval shaped and 140' wide, 500' long and four feet in height. The proposed site is located directly south of the railroad tracks that are adjacent to the Holder grain elevator which the applicant owns and operates. The grain storage area will be 75 feet on the railroad right-of-way (ROW) and 65 feet on the Kaufman property.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. Nearby property that is currently in crop production, will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard can be met. The property has 1200 feet of frontage on the west side of 2400 East Road (County Highway 28). The proposed special use will not have any buildings that will require a septic system.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided for at the existing entrance. The applicant has obtained approval from the County Highway Department to use the existing entrance for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided that development follows the plans and specifications as presented with such minor changes as the Director of Building and Zoning may determine to be in general compliance with such plans and specifications and with zoning regulations.

Therefore this Board recommends that a special use be granted on the property described above to allow an Agricultural Processing Facility - Grain Storage - in the Agriculture District.

ROLL CALL VOTE UNANIMOUS - The roll call vote was six members for the motion to recommend granting, none opposed and Member Rudolph was absent.

Respectfully submitted this 1st day of August 2006, McLean County Zoning Board of Appeals

Joe Elble

Acting Chair

Joe Elble, Acting Chair
David Kinsella
James Finnigan
Drake Zimmerman
Jerry Hoffman
Michael Kuritz

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2006
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr style="border-top: 1px dashed black;"/>					
Land Use Committee					
	FUND 0001 DEPARTMENT 0038 BUILDING & ZONING PGM 0040 ZONING & SUBDIVISIONS				
0706 0001 CONTRACT SERVICES		7,496.00		0838 0001 PURCH. MACHINERY & EQUIP	7,496.00-
		7,496.00			7,496.00-
		=====			=====
Justice Committee					
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0031 JAIL OPERATIONS				
0833 0002 PURCHASE/COMPUTER EQUIP.		3,686.00		0621 0001 NON-MAJOR EQUIPMENT	5,586.00-
0835 0001 PURCH. KITCH/LNDRY EQUIP.		1,900.00		0620 0001 OPERATING/OFFICE SUPPLIE	3,790.00-
0841 0001 PURCHASE OF POLICE EQUIP.		3,790.00			
		9,376.00			9,376.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois

THIS 22ND DAY OF AUGUST 2006

ATTEST: _____

 CHAIRMAN, MCLEAN COUNTY BOARD

 COUNTY CLERK, MCLEAN COUNTY

RESOLUTION OF THE McLEAN COUNTY BOARD
PROCLAIMING THE WEEK OF AUGUST 27-SEPTEMBER 2, 2006
AS "WORKFORCE DEVELOPMENT WEEK"

WHEREAS, The personal prosperity of McLean County citizens and the economic security of our nation will require uniting our workforce development, education, and economic development strategies in a common effort to provide our citizens with higher skills and supply our businesses with qualified workers; and

WHEREAS, The economic security of McLean County citizens will enhance the quality and productivity of people and businesses and provide effective economic development strategies for the workforce needs of the future; and

WHEREAS, The Local McLean County Workforce Development System and One Stop Center must be able to offer more programs and services to a wider customer base; and

WHEREAS, The McLean County Workforce Development System must continue to recognize the value of local decision making, which is key to the success of the future workforce; and

WHEREAS, The McLean County Workforce Board, which is comprised of a majority of business leaders who have worked effectively in partnership with the chief elected official, should continue to be the cornerstone of the Workforce Development System; and

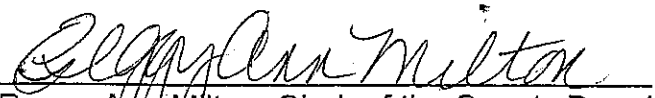
WHEREAS, The One-Stop System must have sufficient resources to offer comprehensive services, universal access, and lifelong learning options for both business and individuals; now, therefore,

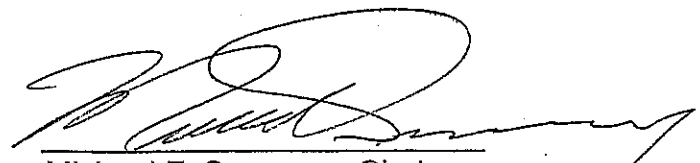
BE IT RESOLVED, by the McLean County Board that we recognize the importance of workforce development and designate the week of August 27, 2006, as "Workforce Development Week" in McLean County to showcase the McLean County workforce system.

Approved by the McLean County Board this 22nd day of August, 2006.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION of the McLEAN COUNTY BOARD PROCLAIMING
THURSDAY, SEPTEMBER 21, 2006 AS
"IT'S TIME TO TALK DAY" AND
THE MONTH OF OCTOBER 2006 AS
"DOMESTIC VIOLENCE AWARENESS MONTH" in McLEAN COUNTY

WHEREAS, domestic violence affects women, men and children of all racial, social, religious, ethnic, and economic groups in McLean County; and,

WHEREAS, domestic violence is one of the most pervasive problems in our society; and

WHEREAS, children who are exposed to domestic violence are more likely to exhibit behavioral and physical health problems including depression, anxiety, and violence towards peers; and

WHEREAS, open discussion is the first step in promoting healthy relationships and overcoming domestic violence; and,

WHEREAS, Redbook magazine and Liz Claiborne Inc. have established "It's Time to Talk Day" on September 21, 2006; and the month of October is established each year nationally as "Domestic Violence Awareness Month"; and

WHEREAS, around the country, media personalities, government officials, domestic violence advocates, businesses, and the public-at-large will be taking a moment to talk openly about an issue that affects between 3.3 and 10 million children annually; and


WHEREAS, the McLean County Chapter of the Corporate Alliance to End Partner Violence and Radio Bloomington are co-sponsoring "It's Time to Talk Day" activities to raise awareness throughout local communities as a lead into October as "Domestic Violence Awareness Month";

BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

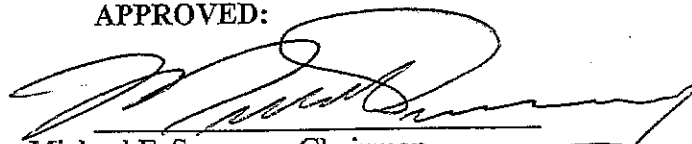
- (1) The McLean County Board hereby proclaims Thursday, September 21, 2006 as "It's Time to Talk Day" in McLean County, and the month of October as "Domestic Violence Awareness Month" in McLean County.
- (2) The McLean County Board hereby urges all County residents to take a moment to talk to their children about healthy relationships, to remind those in abusive relationships that they are not alone and that help is available, and to encourage the development of domestic violence policies in the workplace.
- (3) The McLean County Board hereby further directs the County Clerk to forward a certified copy of this Proclamation to the McLean County Chapter of the Corporate Alliance to End Partner Violence, the Risk Manager, the County Clerk, and the County Administrator.

ADOPTED by the McLean County Board this 22nd day of Aug., 2006.

ATTEST:


Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board



July 13, 2006

Mr. Tari Renner
Chair, Justice Committee
McLean County Board
115 East Washington Street
Bloomington, IL 61702-2400

Jane Randel
President
Liz Claiborne Inc.

Anne C. Crews
Vice President
Mary Kay Inc.

Beth Johnson
Secretary/Treasurer
State Farm Insurance Companies

Joanne Colucci, CPP
Immediate Past President
American Express Company

Marianne Balin
Kaiser Permanente

Dede Thompson Bartlett
Chair, Advisory Board
National Domestic Violence Hotline

Linda Condit (Retired)
Pennzoil-Quaker State

Mary Anne Detmer
Eastman Kodak Company

Victoria V. Dickson, CRNP, MSN
CIGNA

Gwendolyn Puryear Keita, Ph.D.
American Psychological Association

Robert Kieckhefer
Health Care Service Corporation

Justice James A. Knecht
Appellate Court of Illinois

Hank Linden
Longview Associates, LLC

Carolyn A. Schamberger
Verizon Wireless Illinois Wisconsin Region

Cheryl L. Snyder
Park National Bank

Michael Zorn
Federated Department Stores, Inc.

Dear Mr. Renner and Members of the Justice Committee:

October is National Domestic Violence Awareness Month and local community agencies, employers (including McLean County), community law enforcement agencies and many others will be hosting events promoting awareness that domestic violence is an issue in McLean County, and is indeed, everybody's business.

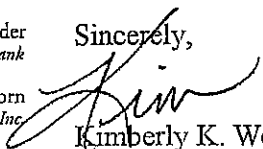
However, domestic violence is an issue that frankly, is difficult for people to discuss. That is why Thursday, September 21, 2006 has been declared "It's Time to Talk Day" throughout the United States. In workplaces, schools, homes, and other venues across the country, people will be urged to take a moment to talk about this issue that affects the lives of so many. This "Day" is a lead in to October as "Domestic Violence Awareness Month."

This is the third year McLean County will participate in "It's Time to Talk Day." Last year we were fortunate and thankful to receive a resolution declaring "It's Time to Talk Day" from the McLean County Board and we hope you will graciously consider our request again this year. Note that this year we are asking you to consider a resolution that includes both "It's Time to Talk Day" and "Domestic Violence Awareness Month" and we are asking the City of Bloomington, Town of Normal, Illinois State University and Illinois Wesleyan University to do likewise.

Attached is a draft resolution we would be honored if the Justice Committee would take under consideration to present to the County Board Chair for signature. I will be present at the August 14, 2006 meeting to answer any questions you may have.

Thank you in advance for your kind consideration of this request.

Sincerely,


Kimberly K. Wells
Executive Director

Attachment

It's everybody's business.



McLEAN COUNTY BOARD
 (309) 888-5110 FAX (309) 888-5111
 115 E. Washington P.O. Box 2400
 Bloomington, Illinois 61702-2400

Michael F. Sweeney
 Chairman

August 17, 2006

To the Honorable Chairman and Members of the McLean County Board:

Your JUSTICE COMMITTEE herewith respectfully recommends approval of the recommendation received from the McLean County Sheriff to forward to the McLean County Public Building Commission a request for a Change Order to the Law and Justice Center project to include the purchase of the following Correctional Officer safety system in the Adult Detention Facility: Simplex-Grinnell Ultrasonic Personal Alarm Man-Down System.

Your JUSTICE COMMITTEE herewith further respectfully recommends that this request for a Change Order to the Law and Justice Center project be deferred until May 1, 2007, when the renovation project is scheduled to begin in the Sheriff's Department. At that time, the McLean County Public Building Commission and the County Board can review any Change Orders that have already been approved and then determine if sufficient funds are available to add this Change Order request to the Law and Justice Center project.

Respectfully submitted,

The JUSTICE COMMITTEE of the McLean County Board

District #1 Stan Hosellon Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Aharl Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

August 3, 2006

TO: Justice Committee Chairman Tari Renner
Justice Committee Members
FROM: Sheriff David Owens
SUBJ: MAN-DOWN SYSTEM FOR JAIL

Attached is a quotation from SimplexGrinnell for an Ultrasonic Man-Down System within the jail and patrol shift commander's office in the Sheriff's Office.

This system will allow the control operator within the jail to determine exactly where a Correctional Officer is if they go down within the facility. We are proposing that the PBC fund this as part of the current expansion project and ask that the members of the Justice Committee provide a positive recommendation for the PBC to fund this project.

To do the entire jail facility is \$169840.00. To add the Patrol Division Shift Commanders Office and front lobby area is an additional \$4847.00.

This would bring the total to this project at **\$174,687.00**

This project would definitely enhance the safety of the Correctional Officers working within the Detention Center.

David Owens
Sheriff

DO:jc

SimplexGrinnell Quotation

TO:
McLean County Law And Justice
104 W Front St
Bloomington, IL 61701-5005

Project: McLean L and J Man Down
Customer Reference:
SimplexGrinnell Reference: 375405647
Date: 08/02/06
Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
Sonic Man Down System		
15	PAT/S	PAS STD TRANSMITTER W/TILT
15	HLSTR	TRANSMITTER HOLSTER
158	03RM	PAS RECEIVER
2	03RM/WPH	PAS RECEIVER - OUTDOOR
7	AL600ULX	12VDC OR24VDC AT 6AMP UL LISTE
7	2081-9288	12V 12.7AH 5.95"LX3.86"DX3.7"H
1	OPSEC	ELEVATOR CABLES

Net selling price for Sonic Man Down System, FOB shipping point, \$169,840.00

Optional Sheriffs Lobby		
3	03RM	PAS RECEIVER
3	PAT/S	PAS STD TRANSMITTER W/TILT
3	HLSTR	TRANSMITTER HOLSTER
1	OPSEC	GRAPHIC SCREENS AND PROGRAM

Net selling price for Optional Sheriffs Lobby, FOB shipping point, \$4,847.00

Total net selling price, FOB shipping point, \$174,687.00

Comments

Scope of Work

Including

1. Provide the equipment for a new Ultrasonic Man-Down System within the jail portion of the above referenced location.
2. Submittals, blueprints, equipment as listed above, system installation, programming, testing, and

SimplexGrinnell Quotation

Comments (continued)

end user instruction.

3. System will include addition of receiver locations to the Lock and Control System Graphical screens to show location of officer in need.
4. Wire, wiring installation for the data loop and termination of devices (receivers, panels, etc...).
5. Conduit provision and installation in visible locations only (stairwells). All other wiring above the ceiling will be free-air plenum rated cable.
6. Elevator cable provision and installation for three (3) elevators.
7. Receivers will be recessed mounted in the ceiling to prevent tampering.

Excluding

1. Any additional equipment or materials required by the local Authority Having Jurisdiction, but not specifically listed under this proposal. These items, if any, will be quoted as an extra to the contract price.
2. Specialty testing of the wiring system (megger testing).

Clarifications

1. This proposal is based upon system layout provided by SimplexGrinnell and protected areas identified by the owner.
2. The above stated pricing is based upon installation during the remodeling project currently scheduled.
3. This proposal is based upon the work being performed during normal working hours.
4. This proposal is based upon shop labor rates with William Masters Electric installing the devices and wiring.
5. In the event of Contract Cancellation by the purchaser, the purchaser agrees to be responsible for actual time lost and any material restocking fees incurred.
7. The above outlined scope of work is SimplexGrinnell's understanding of the work you would like performed. If there are any additional items or services which you would like us to include or exclude in this proposal, please let us know and we will be glad to do so.

TERMS AND CONDITIONS

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation Of Liability; Limitations Of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to Company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after

December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

7. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances;
- Provide Company access to any system(s) to be serviced;
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

8. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

9. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

10. **Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

11. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space", as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where

the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

12. **OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

13. **Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

14. **Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

15. **Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of said work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

16. **Commodities Availability.** Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or data Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

17. **Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing, specifying setting forth the basis for such claim, within ten (10) days after such claims arises.

18. **Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

19. **System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

20. **Reports.** Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

21. **Limited Warranty.** Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any

SimplexGrinnell

Project: McLean L and J Man Down
 Customer Reference:
 SimplexGrinnell Reference: 375405647
 Date: 08/02/06
 Page 4 of 4

part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturers warranty. Company does not warrant devices designed to fall in protecting the system, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after hours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

22. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for

any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

25. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

26. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

27. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen,

inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

28. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

29. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

30. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

31. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

32. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

33. License Information (Security System Customers): AL: Alabama Electronic Security Board of Licensure 7956 Vaughn Road, P.M.B. 392, Montgomery, Alabama 36116 (334) 264-9388; AR: Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600; CA: Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act. NY: Licensed by the N.Y.S. Department of the State: TX: Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

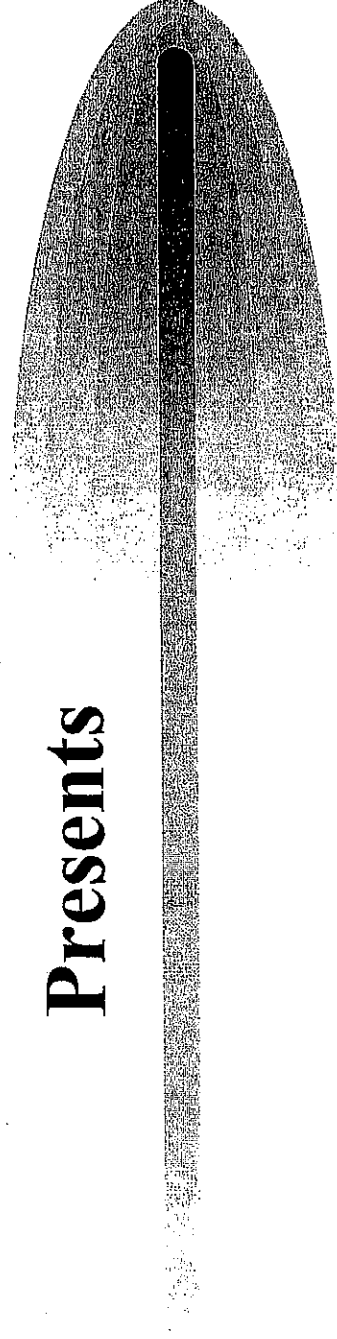
<p>Offered By: SimplexGrinnell LP License#: _____ 1090 North Main St East Peoria, IL 61611</p> <hr/> <p>Telephone: (309) 694-8000</p> <hr/> <p>Representative: Roger Gonzalez</p> <hr/>	<p>Accepted By: (Customer)</p> <hr/> <p>Company: _____</p> <hr/> <p>Address: _____</p> <hr/> <p>Signature: _____</p> <hr/> <p>Title: _____</p> <hr/> <p>P.O.#: _____ Date: _____</p>
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Senstar Inc

Presents

PAS

Personal Alarm System



What is PAS?

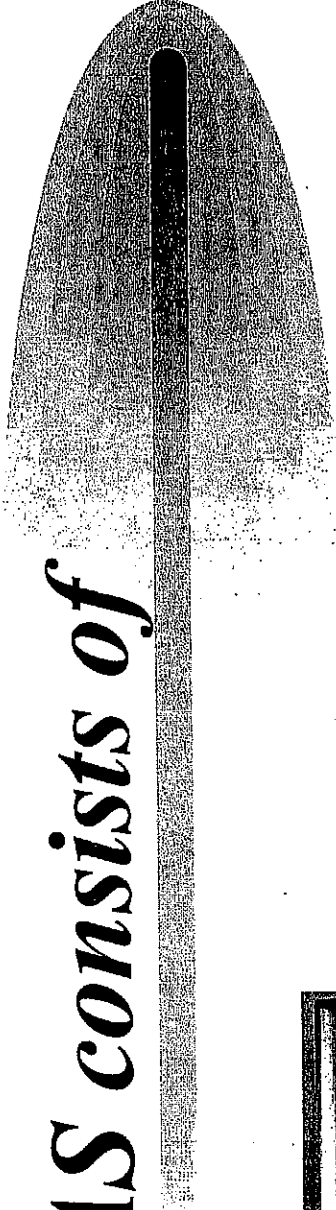


A mobile and silent request for help

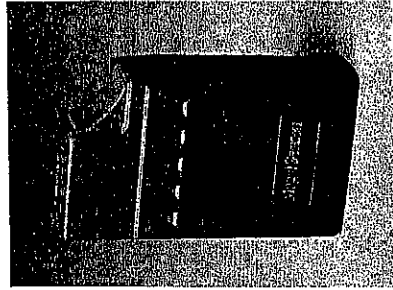
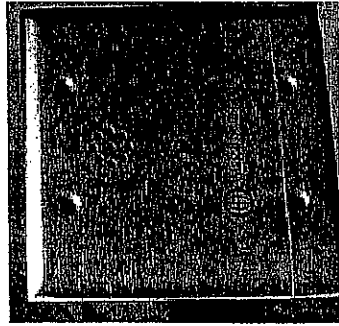
This type of system is also called

- ✓ *Duress Alarm*
- ✓ *Man Down Alarm*
- ✓ *Body Alarm*
- ✓ *Personnel Alarm*
- ✓ *Panic Alarm*
- ✓ *Staff Alarm*

PAS consists of



Receivers



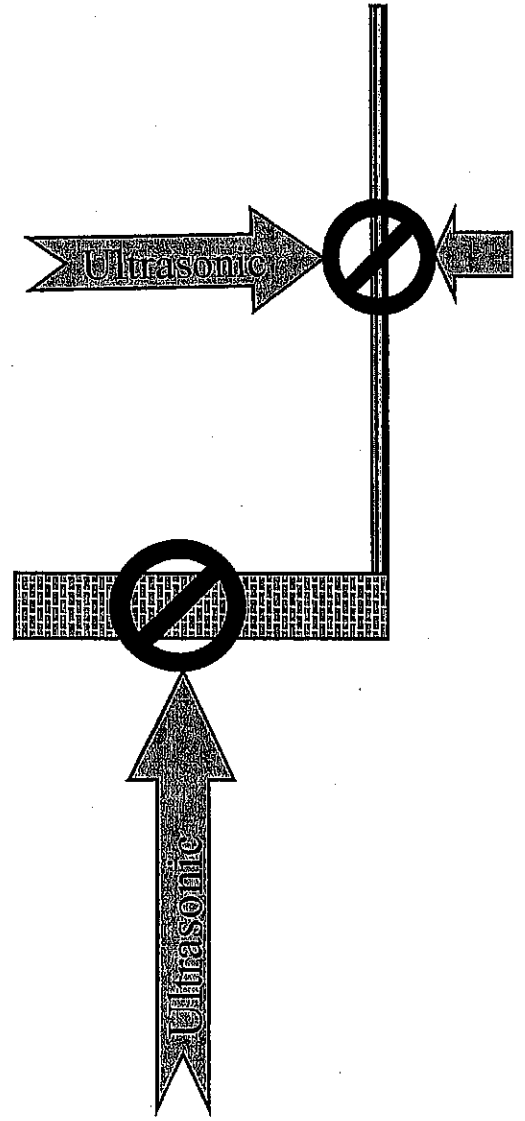
Transmitters

Based On Ultrasonic Technology

- *Receiver will only accept two specific frequencies (39 - 41 KHz) in a pre-set pattern*
- *Referred to as modulated frequencies*
- *Eliminates alarms from metal items such as keys, metal carts or buckets, proximity to HVAC systems and so on*
- *Such items can create a frequency that may “match” a single ultrasonic frequency if only one is acceptable to the receiver*

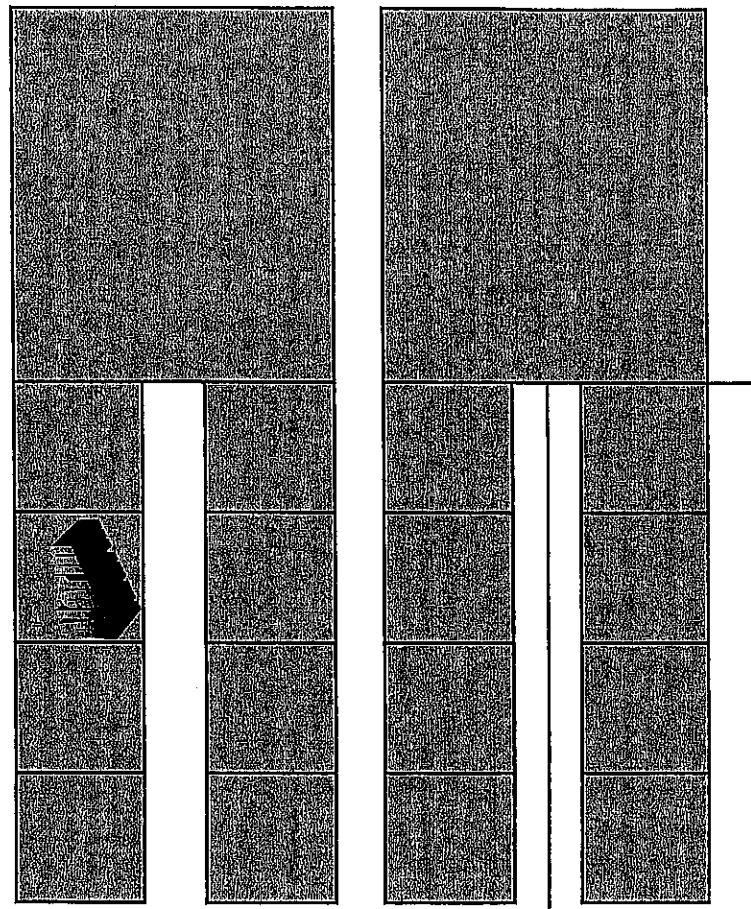
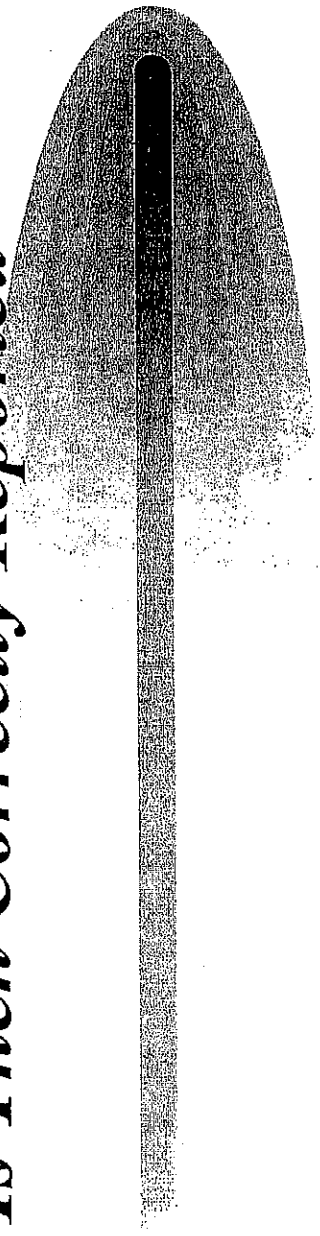
Why Ultrasonic?

- *Fast response to the CORRECT location*
- is the critical requirement of a system*
- *Ultrasonic best defines an area because it cannot transmit or receive through walls or floors*



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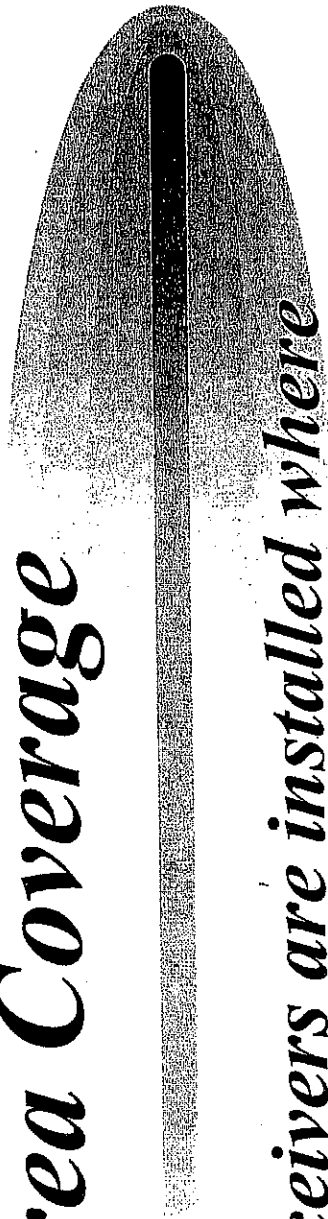
Location Is Then Correctly Reported



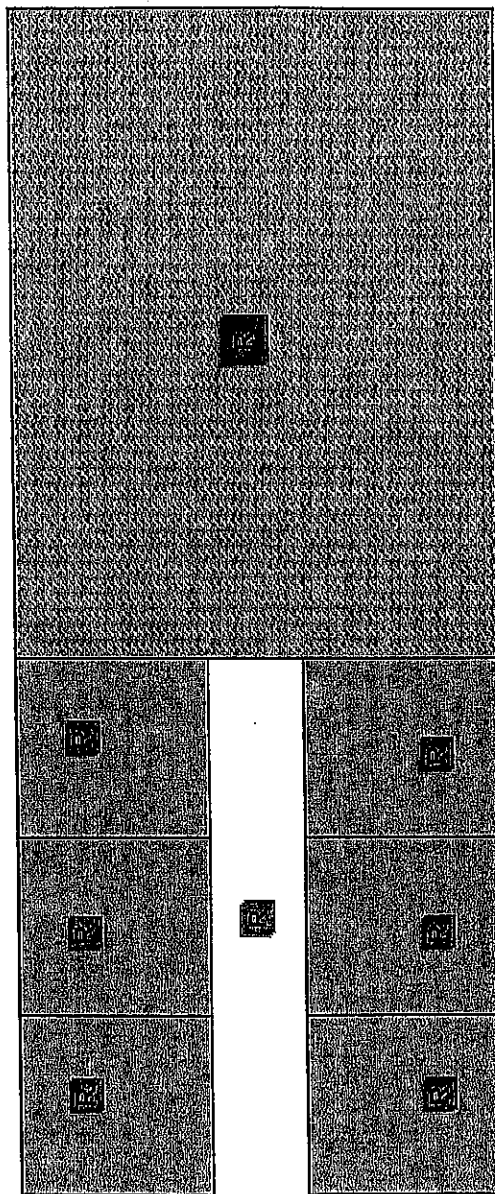
2nd Floor

1st Floor

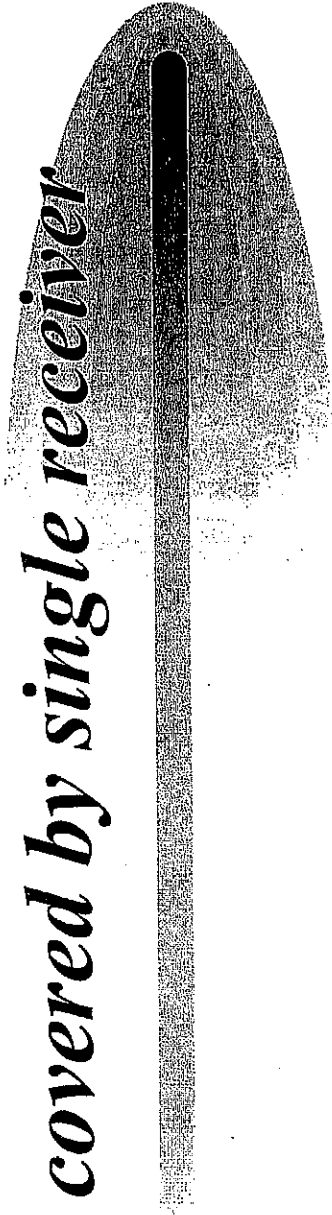
Area Coverage



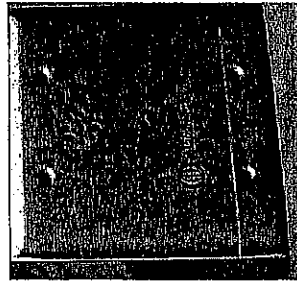
Receivers are installed where coverage is required



Distance covered by single receiver

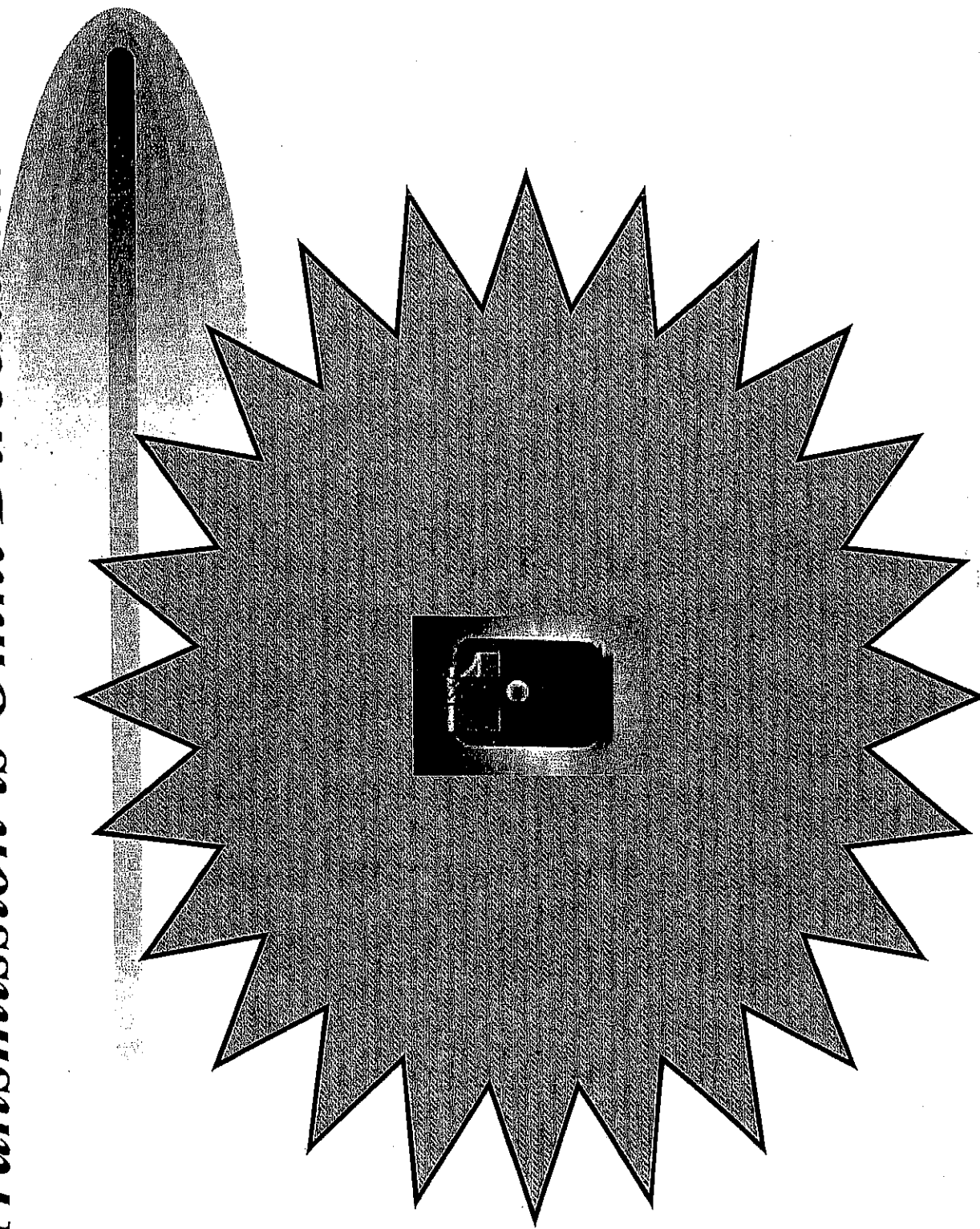


100 ft. diameter (30 meters)

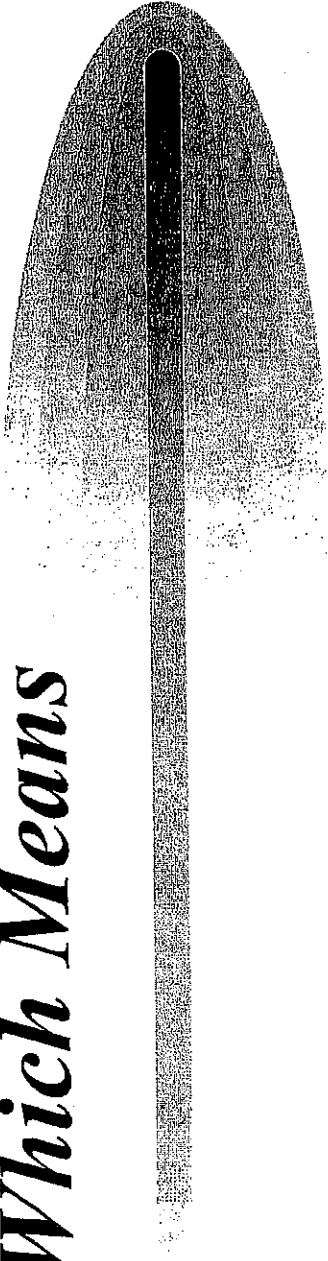


50 ft. radius (15 meters)

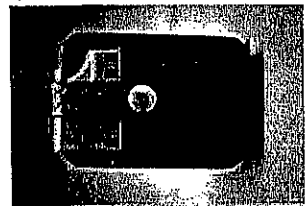
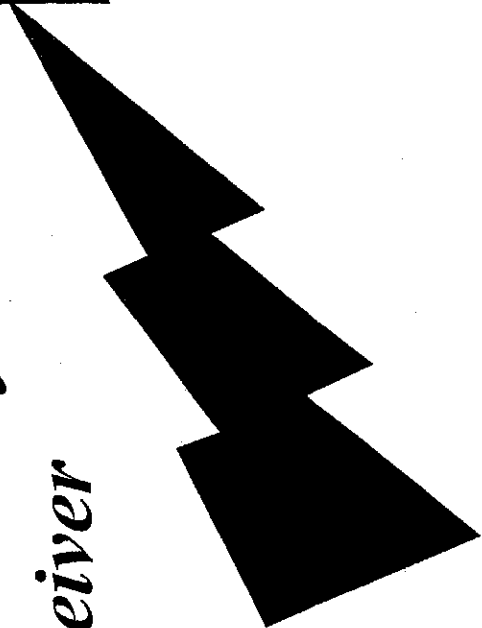
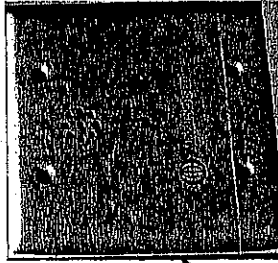
Transmission is Omni Directional



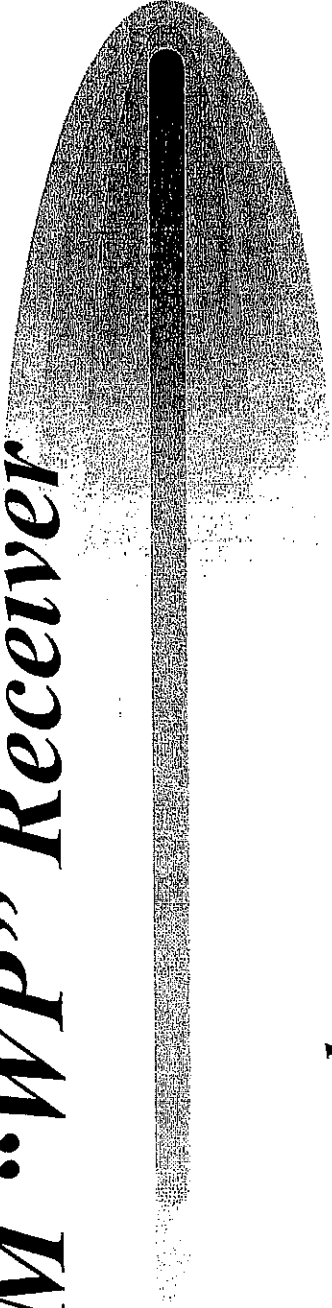
Which Means



*Transmitter is NOT
pointed directly
at a receiver*



The 03M “WP” Receiver



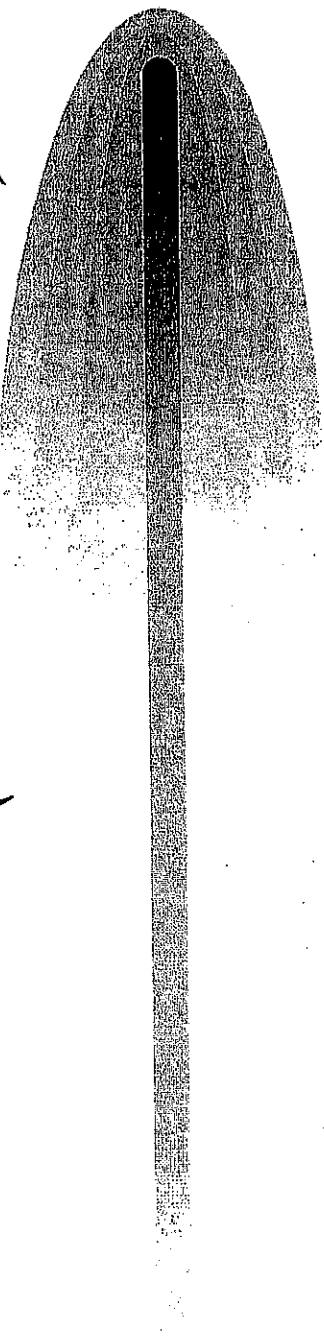
Is

- *Water protected*
- *Supplied in a gasketed enclosure*

And Suitable for Installation in

- *Kitchens*
- *Showers*
- *Areas where water is present*
- *Moderate temperature exteriors (above freezing)*

The 03RM/WPH (With Heater)



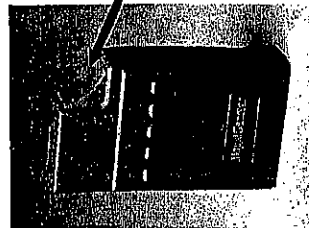
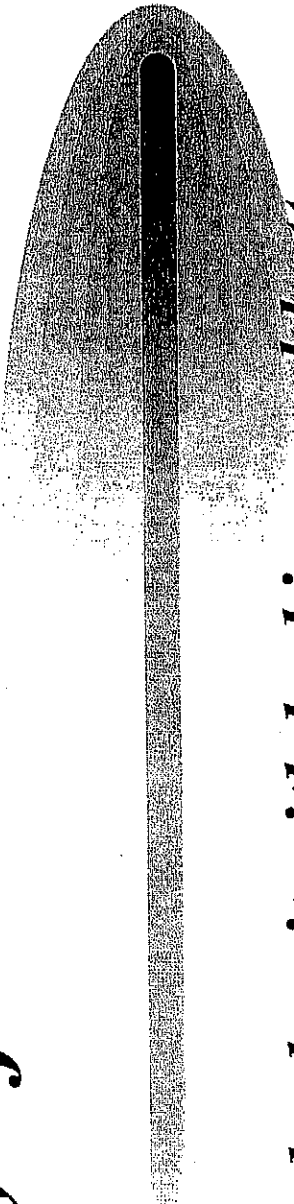
IS ALSO

- Water protected*
- Supplied in a gasketed enclosure*

AND

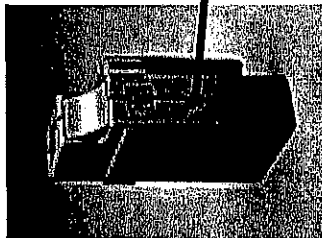
- Has a built-in thermostatically controlled heater*
- Can be installed where temperature falls below freezing (outside or even inside a freezer unit)*

A Variety of Transmitters

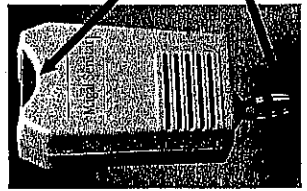


Standard unit with locking pushbutton

*“Mandown” type with tilt switch
(transmits after 4 seconds when tilted)*

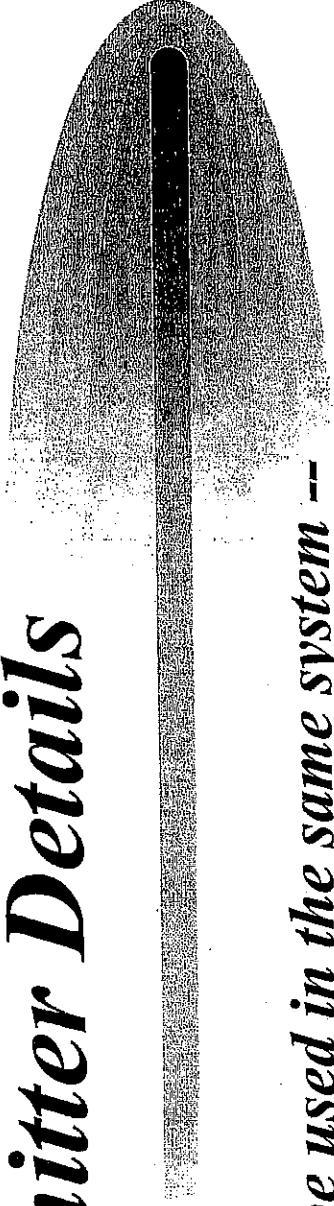


*Slide switch is used to engage or disengage
tilt switch activation*



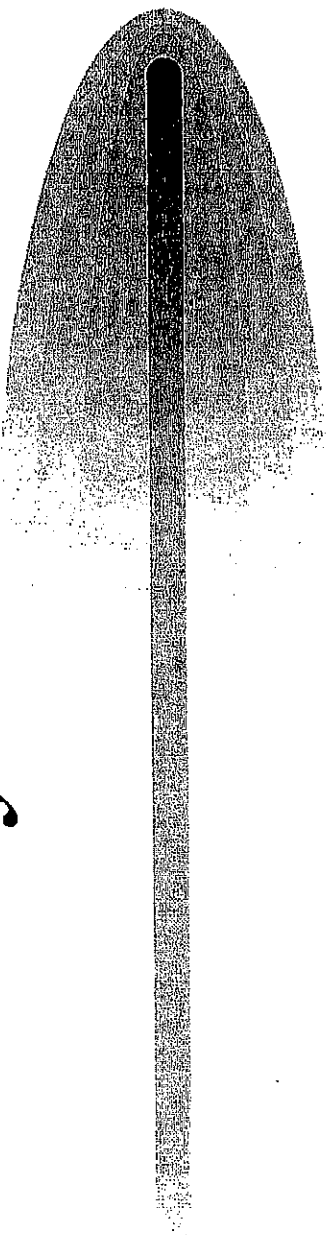
*Compact unit with button activation
or pull switch for chain or lanyard*

Transmitter Details



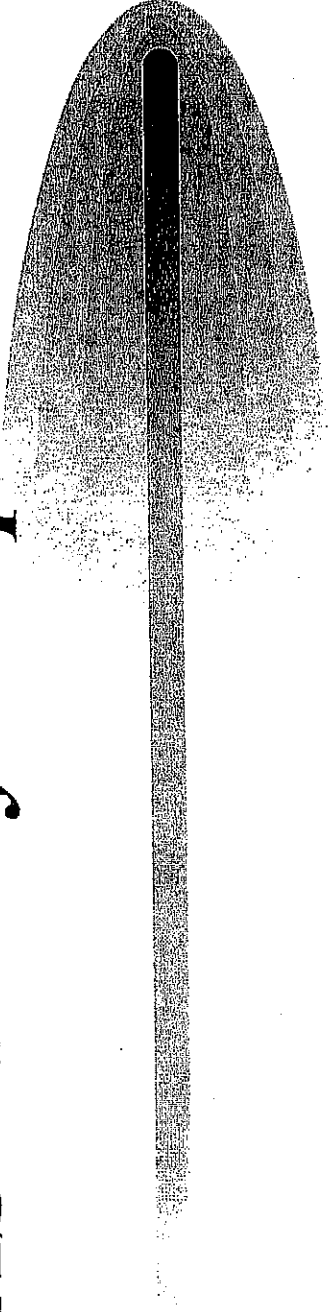
- ❖ *All types can be used in the same system -- they are all interchangeable*
- ❖ *No operational requirement to assign to individuals*
- ❖ *Are shipped with lithium batteries for long life*
- ❖ *Audible signal (for weeks!) when reaches low battery strength*

PAS Is Very Versatile



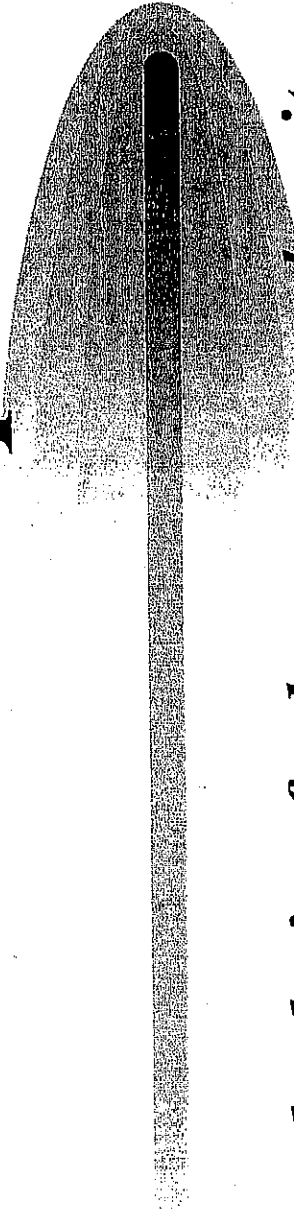
- *Receivers have two outputs (Form C) which can report to any control equipment*
- *Reports to new control equipment or existing control equipment*
- *Can “tag on” to access control, alarm system, fire alarm (as secondary alarm)*

PAS Is Very Adaptable



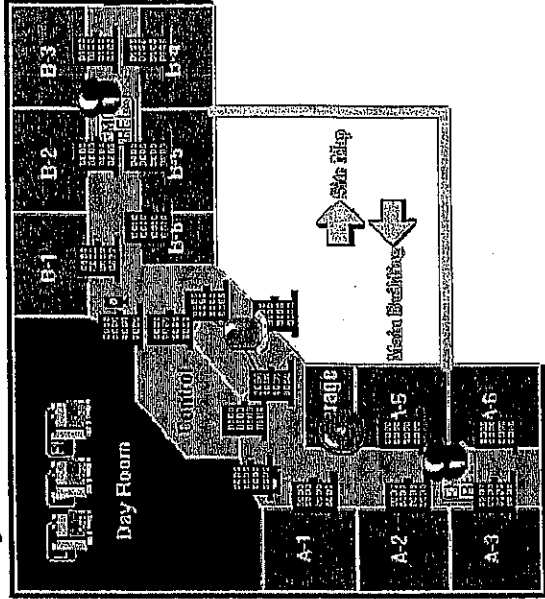
- *Fixed panic buttons can be connected to receiver*
- *Low power requirements of 12 to 24 VDC with current draw of 35 mA*
- *Built-in ONE-WAY microphone for audio assessment of area activity*
- *Optional built-in camera and lens*

StarPAS as an option

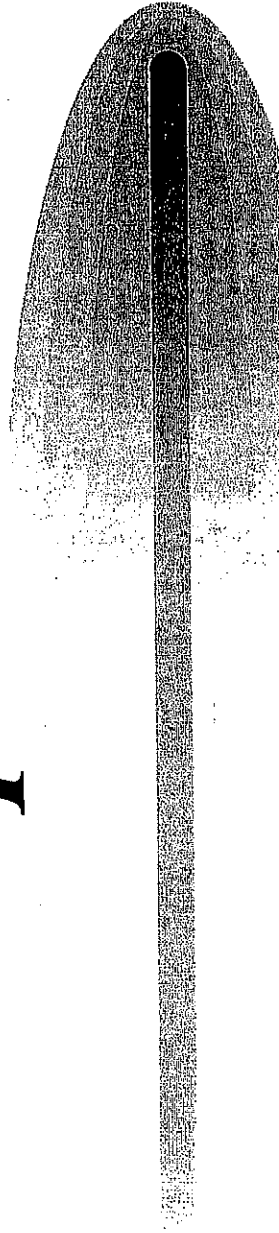


StarPAS is a good solution for large or complex sites when PAS receivers will not be reporting to an existing control or new overall control system.

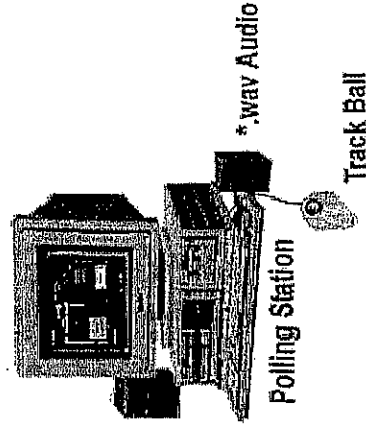
It combines the PAS Receivers with the versatile and expandable StarNet control system.



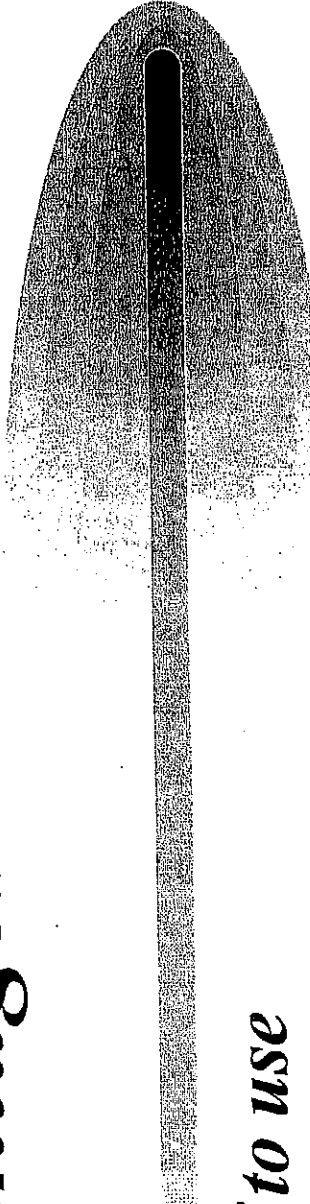
StarPAS Option



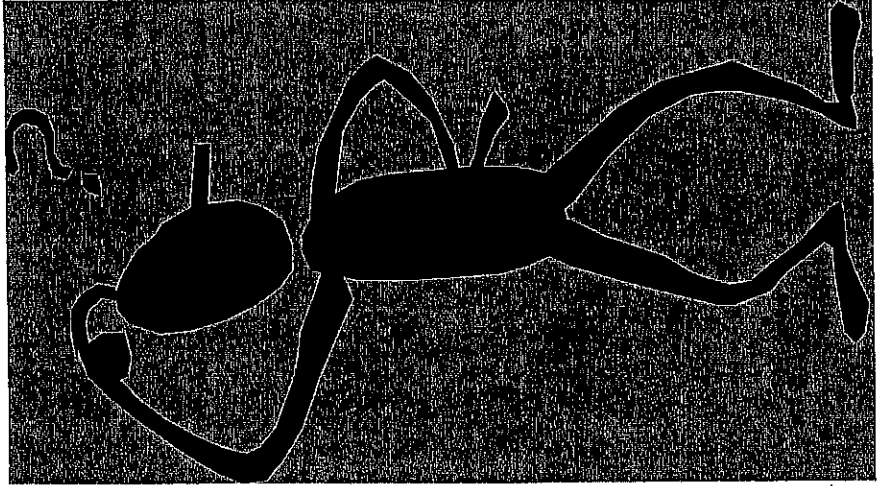
- *Controls and Annunciates any device with a contact closure*
- *Interfaces to CCTV Switchers, Recorders, Access Control Systems and Third-Party Networks*
- *High Resolution Site Specific Graphics*
- *Mouse, Trackball and/or Touchscreen*
- *Can network up to 64 work stations on LAN using TCP/IP*



PAS Advantages

- 
- ✓ *Easy for staff to use*
 - ✓ *Does not require special software or specific type of control system*
 - ✓ *Small to very large systems*
 - ✓ *Can be added to existing systems/controls*
 - ✓ *Focus is on identifying location*
 - ✓ *Eliminates PC administration required for RF systems (assignment of transmitter specifically to person or area)*
 - ✓ *Does not identify person on a monitor--removes any hesitations or decisions regarding response*

Where is PAS Used?



Criminal Justice



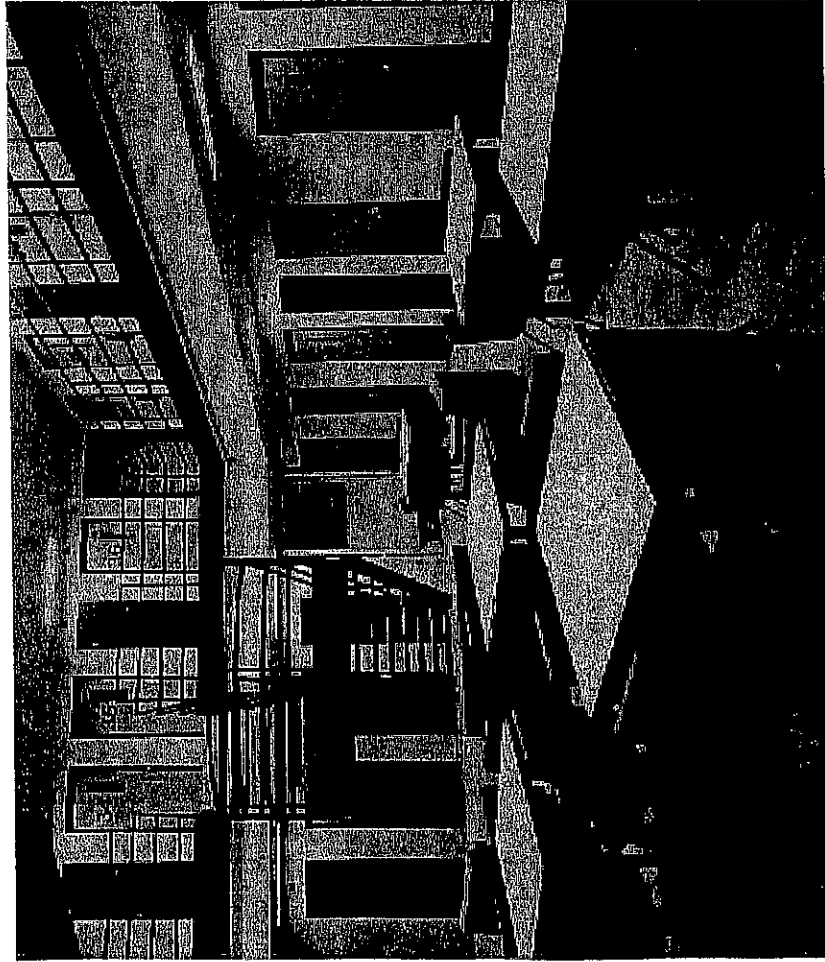
Juvenile

Jails

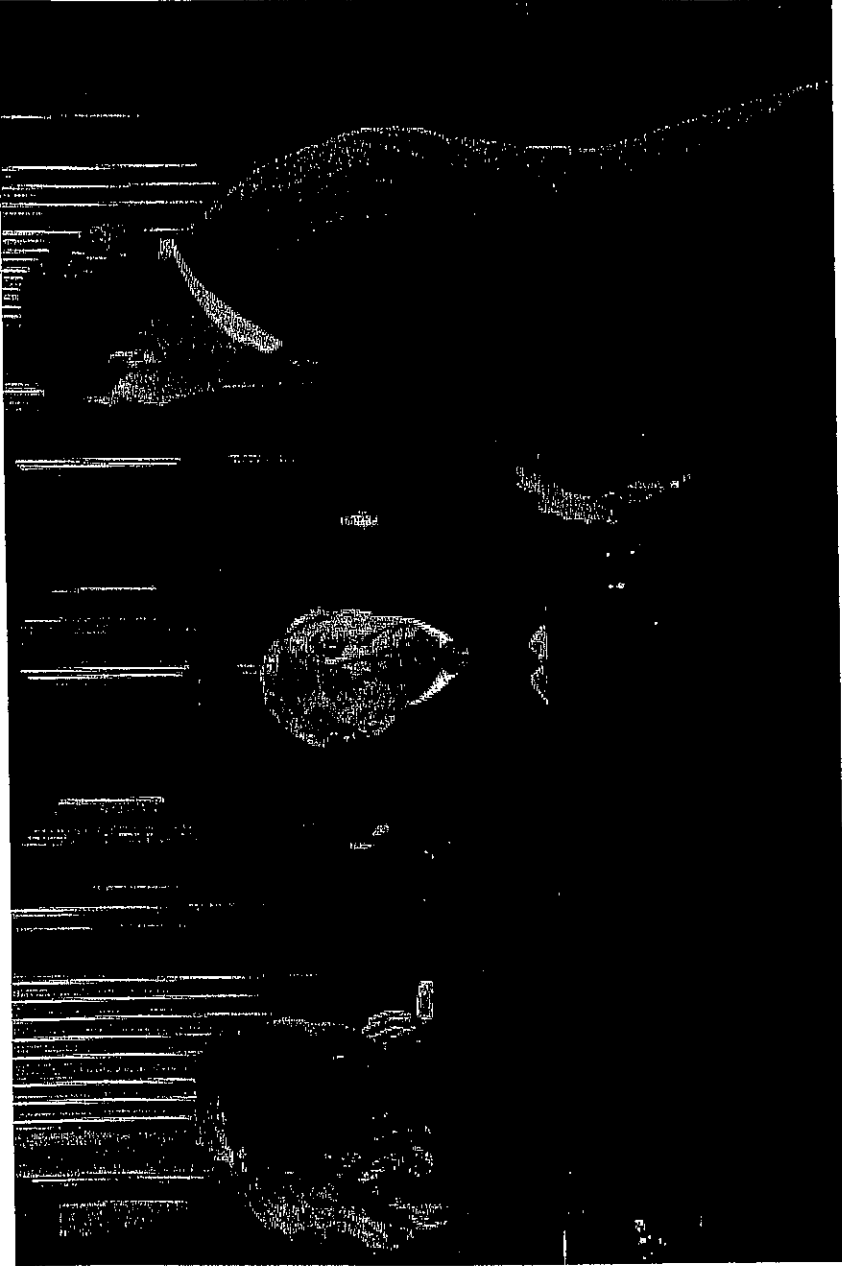
Prisons

Forensic Facilities

INS Detention



Including Courts



Used in Court Room and Judge's Chamber

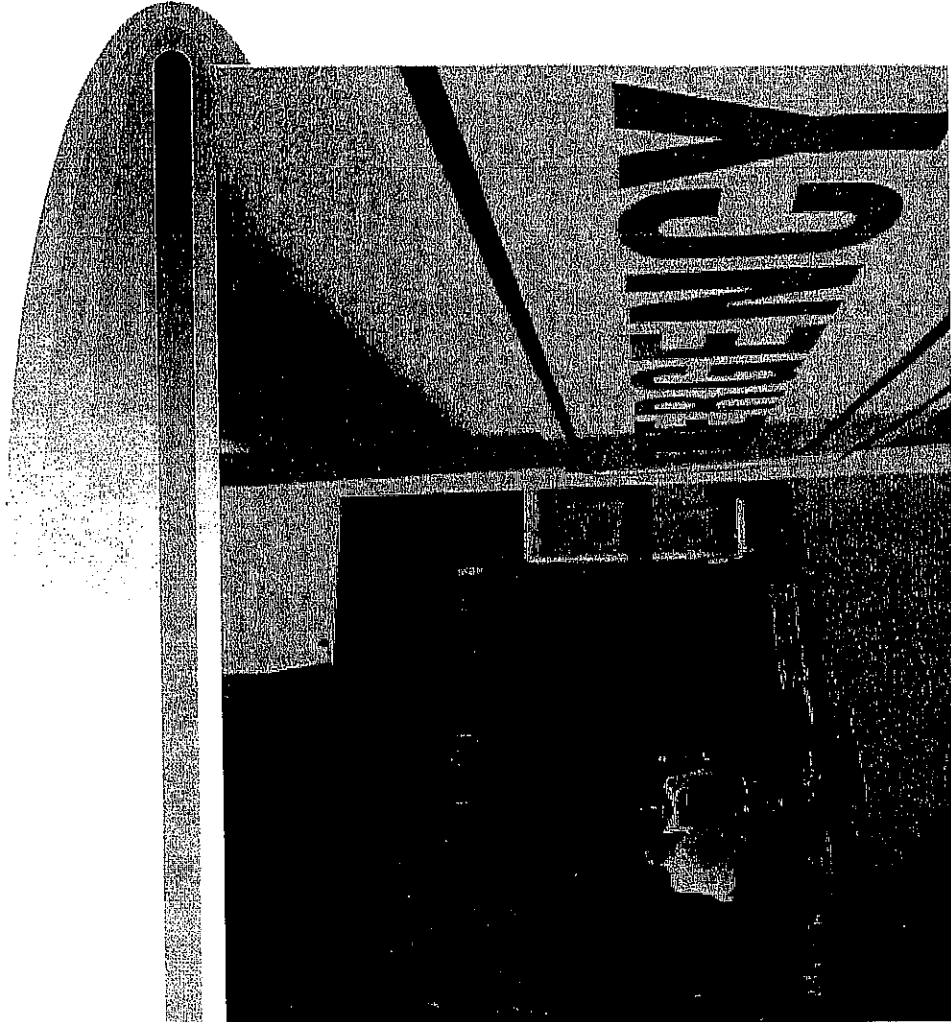
Medical

Mental Hospitals

Psychiatric Ward

Emergency

*Accounting or
Payments Department*



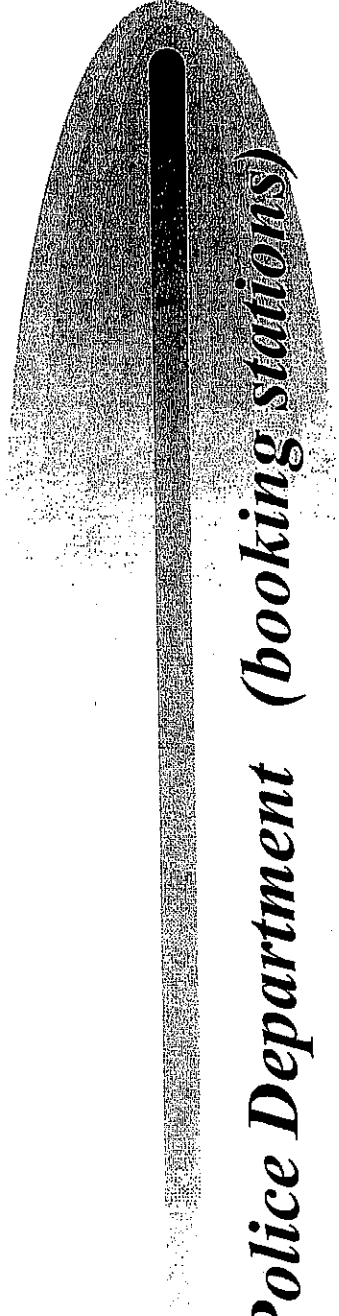
A Few of Our Customers

California Dept. of Mental Health (state mental hospitals)

Pennsylvania Dept. of Corrections (prisons)

Oregon State Youth Authority (juvenile facilities)

Hewlett Packard (life safety in manufacturing facilities)



Chicago Police Department (booking stations)

Vistakon--Div. Of Johnson & Johnson (life safety and general safety)

Lafayette, LA. General Hospital (psychiatric ward and emergency) \$\$ Tip! Adds new area each year. Reports to Access Control System.

Appleton, WI. Water District (water treatment plant)

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF VERNON THOMAS
AS A COMMISSIONER OF THE
ADRIAN DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of Vernon Thomas as a Commissioner of the Adrian Drainage District, it is advisable to consider a reappointment to this position; and,

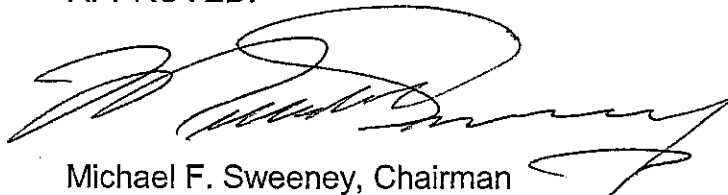
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Vernon Thomas as a Commissioner of the Adrian Drainage District for a three-year term to expire on the first Tuesday in September, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Vernon Thomas, A.J. Rudasill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.


Adopted by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**RESOLUTION REAPPOINTING
DRAINAGE COMMISSIONER**

WHEREAS, the County Board of the County of McLean and State of Illinois is the appointing authority for commissioners of Adrian Drainage District, County of McLean, State of Illinois (the district); and

WHEREAS, Vernon Thomas's term as commissioner will expire on or before the first Tuesday of September, 2006; and

WHEREAS, Vernon Thomas has previously filed with the County Clerk of the County of McLean and State of Illinois his oath of office as commissioner and bond, with surety.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF MCLEAN AND STATE OF ILLINOIS:

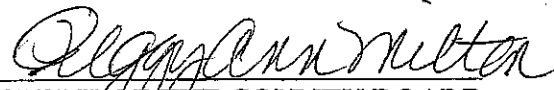
1. Vernon Thomas is appointed commissioner of Adrian Drainage District, County of McLean, State of Illinois, to serve for a term expiring on the first Tuesday of September, 2009 or until his successor is appointed and has qualified.

2. The oath of office previously filed with the Clerk by Vernon Thomas shall remain in full force and effect.

3. The bond, with surety, filed by Vernon Thomas in the amount previously fixed by the Board is approved and shall remain in full force and effect.

PASSED AND ADOPTED this 22nd day of August, 2006.

ATTEST:


CLERK OF THE COUNTY BOARD
County of McLean and State of Illinois


CHAIRMAN

AYES: 18
NAYS: 0
PRESENT: 18

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

**A RESOLUTION FOR REAPPOINTMENT OF DONALD JACOBS
AS A COMMISSIONER OF THE
CHENOA DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Donald Jacobs as a Commissioner of the Chenoa Drainage District, it is advisable to consider a reappointment to this position; and,

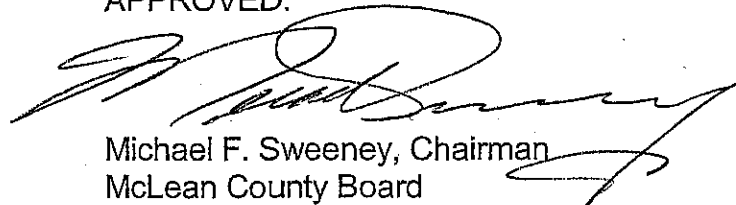
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald Jacobs as a Commissioner of the Chenoa Drainage District for a term of three years to expire on the first Tuesday in September, 2009 or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Donald Jacobs, Mr. Al Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF IRVIN BANE
AS A COMMISSIONER OF THE
EASTERBROOK DRAINAGE DISTRICT

WHEREAS, due to the expiration of term on September 5, 2006, of Irvin Bane as a Commissioner of the Easterbrook Drainage District, it is advisable to consider a reappointment to this position; and,

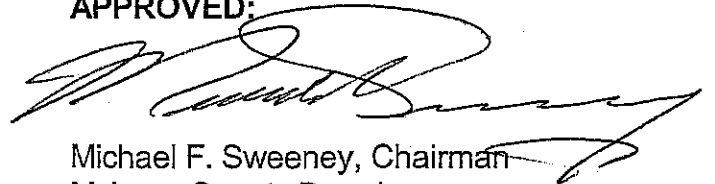
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Irvin Bane as a Commissioner of the Easterbrook Drainage District for a term of three years to expire on the first Tuesday in September, 2009, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Irvin Bane, Jay Reece, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.


ADOPTED by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS)
)
COUNTY OF McLEAN)

SS

A RESOLUTION FOR REAPPOINTMENT OF RICHARD STOLLER
AS A TRUSTEE OF THE
FAIRBURY RURAL FIRE PROTECTION DISTRICT

WHEREAS, due to the expiration of term on April 30, 2006 of Richard Stoller as a Trustee of the Fairbury Rural Fire Protection District, it is advisable to consider a reappointment to this position; and,

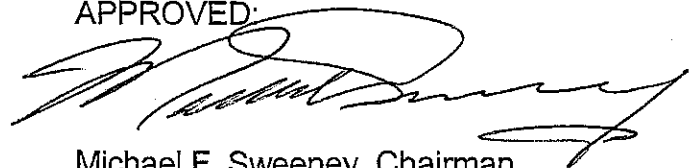
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Richard Stoller as a Trustee of the Fairbury Rural Fire Protection District for a term of three years to expire on April 30, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Richard Stoller, Kenneth L. Strong, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.


ADOPTED by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DONALD WAYNE EYMANN
AS A COMMISSIONER OF THE
GOLDEN RULE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term on September 5, 2006 of Donald Wayne Eymann as a Commissioner of the Golden Rule Drainage District, it is advisable to consider an appointment or reappointment to this position; and,

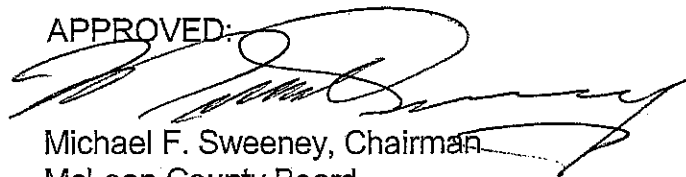
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald Wayne Eymann as a Commissioner of the Golden Rule Drainage District for a term of three years to expire on the first Tuesday in September, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Donald Eymann, John Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

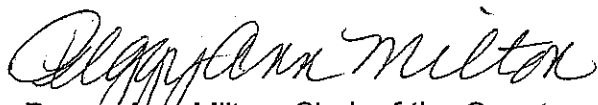
Adopted by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DAVID WILKINS
AS A COMMISSIONER OF THE
GOLDEN RULE DRAINAGE DISTRICT

WHEREAS, due to the expiration of term on the first Tuesday in September, 2006 of David Wilkins as a Commissioner of the Golden Rule Drainage District, it is advisable to consider a reappointment to this position; and,

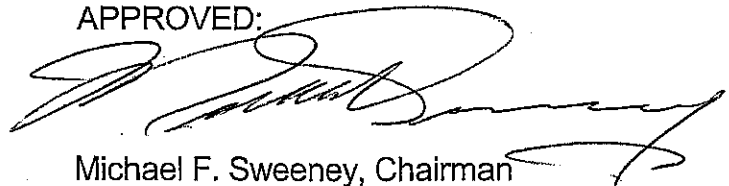
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Wilkins as a Commissioner of the Golden Rule Drainage District for a term of three years to expire on the first Tuesday in September, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to David Wilkins, John Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF ENID SCHLIPF
AS A COMMISSIONER OF THE
GRIDLEY DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Enid Schlipf as a Commissioner of the Gridley Drainage District, it is advisable to consider a reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Enid Schlipf as a Commissioner of the Gridley Drainage District for a term of three years to expire on the first Tuesday in September, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Enid Schlipf, Ben Roth, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF JOHN LEONARD
AS A COMMISSIONER OF THE
KUMLER DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of John Leonard as a Commissioner of the Kumler Drainage District, it is advisable to consider a reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of John Leonard as a Commissioner of the Kumler Drainage District for a term of three years to expire on the first Tuesday in September, 2009, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to John Leonard, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

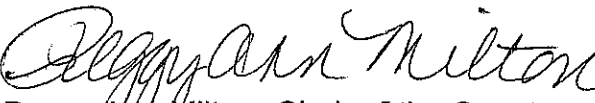
ADOPTED by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF LESLIE DEFRIES
AS A COMMISSIONER OF THE
LAWNDALE-CROPSEY DRAINAGE DISTRICT

WHEREAS, due to the expiration of the term of Leslie Defries as a Commissioner of the Lawndale-Cropsey Drainage District, it is advisable to consider a reappointment to this position; and,

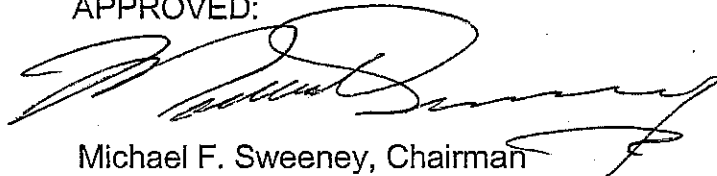
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 605/4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Leslie Defries as a Commissioner of the Lawndale-Cropsey Drainage District for a three-year term to expire on the first Tuesday in September, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Leslie Defries, Tom Brucker, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

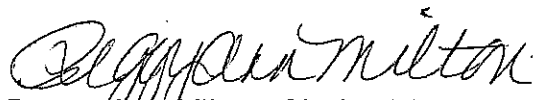
Adopted by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DAVID BRUCKER
AS A COMMISSIONER OF THE
MACKINAW DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of David Brucker as a Commissioner of the Mackinaw Drainage District, it is advisable to consider a reappointment to this position; and,

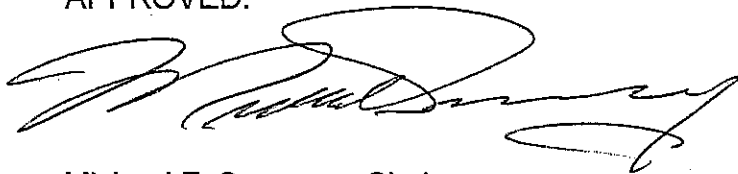
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of David Brucker as a Commissioner of the Mackinaw Drainage District for a term of three years to expire on the first Tuesday in September, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to David Brucker, Thomas L. Brucker, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF JERRY HENDERSON
AS A COMMISSIONER OF THE
NORMAL-TOWANDA DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term of Jerry Henderson as a Commissioner of the Normal-Towanda Drainage District, it is advisable to consider a reappointment to this position; and,

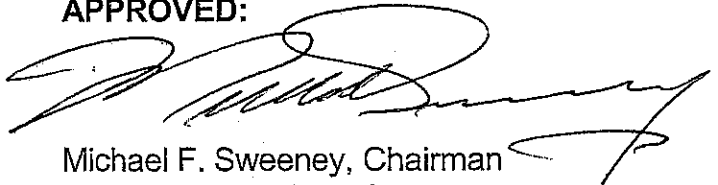
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jerry Henderson as a Commissioner of the Normal-Towanda Drainage District for a term of three years to expire on the first Tuesday in September, 2009, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Jerry Henderson, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.


ADOPTED by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JAMES LINDSAY
AS A COMMISSIONER OF THE
PATTON DRAINAGE DISTRICT

WHEREAS, due to the expiration of term of James Lindsay as a Commissioner of the Patton Drainage District, it is advisable to consider a reappointment to this position; and,

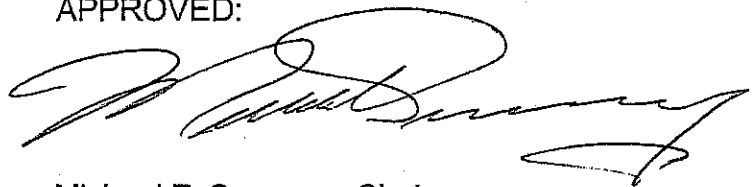
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of James Lindsay as a Commissioner of the Patton Drainage District for a term of three years to expire on the first Tuesday in September, 2009 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to James Lindsay, Al Freehill, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

**A RESOLUTION FOR REAPPOINTMENT OF EUGENE WILLIAMS
AS A COMMISSIONER OF THE
SANGAMON RIVER DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term on September 5, 2006, of Eugene Williams as a Commissioner of the Sangamon River Drainage District, it is advisable to consider a reappointment to this position; and,

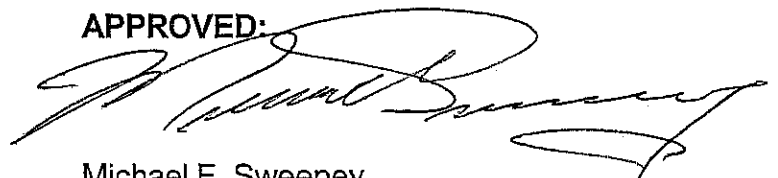
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Eugene Williams as a Commissioner of the Sangamon River Drainage District for a term of three years to expire on the first Tuesday in September, 2009, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Eugene Williams, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.


ADOPTED by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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**A RESOLUTION FOR REAPPOINTMENT OF IRVIN BANE
AS A COMMISSIONER OF THE
WHITE STAR DRAINAGE DISTRICT**

WHEREAS, due to the expiration of term on September 5, 2006, of Irvin Bane as a Commissioner of the White Star Drainage District, it is advisable to consider a reappointment to this position; and,

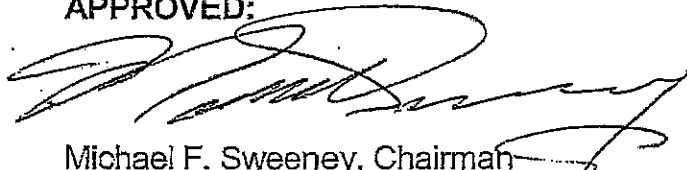
WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes, 605/3-9, 4-1, has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Irvin Bane as a Commissioner of the White Star Drainage District for a term of three years to expire on the first Tuesday in September, 2009, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Irvin Bane, Hunt Henderson, Attorney for the District, the County Clerk, the County Auditor and the County Administrator's Office.


ADOPTED by the County Board of McLean County, Illinois, this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

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Members Owens/Cavallini moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

EXECUTIVE COMMITTEE:

Member Bass stated the following: the Executive Committee has no Items for Action and our General Report can be found on pages 42-55.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:



ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS

LEASE AGREEMENT FOR OFFICE SPACE

The parties mutually agree to lease the described premises on the following terms and conditions of this instrument, which is dated this _____ day of _____, 2006.

Parties

The parties to this lease are:

1. The Supreme Court of Illinois, through its authorized agent, the Administrative Office of the Illinois Courts, hereinafter referred to as Lessee.
2. The County of McLean, Illinois, hereinafter referred to as Lessor.

Address of Parties

1. Lessee's and Authorized agent's addresses:

Administrative Office of the Illinois Courts
3101 Old Jacksonville Road
Springfield, Illinois 62704-6488
(217) 558-4490

Chief Judge, 11th Judicial Circuit
McLean County Law and Justice Center
104 West Front Street
Room No. 511
Bloomington, Illinois 61701
(309) 888-5254

11th Judicial Circuit Mandatory Arbitration
200 W. Front Street, Suite 400-B
Bloomington, Illinois 61701
(309) 827-7584

2. Lessor's address:

County of McLean
The Government Center
115 E. Washington Street, Suite 401
P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5110

Description of Premises

1. Lessor leases to Lessee 2,977 square feet of office space located in the southwest corner of the 4th floor of the office building located at 200 West Front Street, Suite 400-B, in the city of Bloomington, in the county of McLean, in the State of Illinois. Lessee shall also have pursuant to this lease the right to ingress and egress through the common areas of the building and the right to use of the bathroom facilities in the common areas of the building.
2. (a) The total square feet of the building is 75,000.
(b) The total rentable square feet of Lessee's leased premises is 2,977.

Term

1. The term of the lease will be for five (5) years, from January 21, 2007 to January 20, 2012.
2. Lessee shall have the option to terminate this lease by giving 120 days' written notice to Lessor of its intention to exercise this option. In the event of termination, all improvements to the real estate and fixtures shall remain the property of Lessor.
3. Lessee shall have the right to renew the lease for a further term of five (5) years or any portion of such period upon the same terms and conditions provided Lessee shall give 120 days' notice to Lessor of its intention to exercise such option.

Use of Demised Premises

The Lessee shall have the right to use the demised premises for operation of the Eleventh Judicial Circuit's Court Annexed Mandatory Arbitration Program and/or other alternative dispute resolution programs operated by the Eleventh Judicial Circuit.

Care and Maintenance

Lessee accepts the demised premises as presently constituted except for noncompliance by Lessor with all applicable building, fire, and life safety codes and latent defects, and further subject to the completion of any improvements required to be made by Lessor elsewhere in this lease.

Lessor shall provide and pay all costs related to the following:

- A. Power as required to supply heating, cooling and ventilation to maintain leased premises at or below 78 degrees Fahrenheit during cooling season and at or above 68 degrees Fahrenheit during heating season.
- B. Power as required by Lessee for all necessary fixtures and equipment.
- C. Necessary fixtures for heating, cooling, water, electricity, and all maintenance and repairs.
- D. Installation and maintenance of an adequate ventilating system to maintain air exchange levels in conformance with all applicable codes.
- E. Adequate lighting and all necessary repair or replacement expenses related to such lighting.
- F. Hot and cold running water and sewer as required by Lessee.
- G. Comprehensive exterminating service.
- H. Elevator service where applicable.
- I. Service and maintenance of fire extinguishers.
- J. Snow and ice removal from sidewalks and parking area.
- K. Maintenance of lawn and shrubs.

- L. Provide for surface mounted raceways or wall cavity conduit which allows Lessee to install computer and telecommunications wiring.
- M. All general maintenance and repairs not caused by Lessee's negligence.
- N. Secure locks on the doors at the entrance to Lessee's demised portion of the building.

Holdover

If, after the expiration of the lease, Lessee shall retain possession of the premises, the lease shall continue in full force and effect on the same terms and conditions except the lease shall be on a month-to-month basis until terminated.

Accessibility

Lessor acknowledges that this lease is in compliance with the pertinent handicapped accessibility laws where applicable.

Fiscal Funding

If the lease extends beyond June 30th of any year, the lease is subject to sufficient funds being made available by the General Assembly.

Prevailing Wage

All Tenant improvement work completed on behalf of or for the use of the Lessee shall be performed at not less than the prevailing hourly wage rate as determined by the Illinois Department of Labor in the Prevailing Wage Act. Lessor is responsible for obtaining any periodic revisions to the wage rates from the Department of Labor. See 820 ILCS 130/0.01 *et seq.*

Quiet Enjoyment

Lessor and/or parties signing on behalf of Lessor covenant and certify that they have full right and power to execute and perform this lease and to commit to all described covenants. Authority and eligibility for corporations, partnerships and trusts is shown on Exhibit A. Lessee will have full use of the premises free from harassment, disturbance or eviction by Lessor or any person or entity. If Lessor has given a mortgage on the premises, Lessor shall provide that default or foreclosure will not affect the lease.

Occupancy and Surrender

Lessee will return the premises in the same condition as existed on the first day of the term, reasonable wear and tear; repairs and replacements; loss by fire, casualty and other causes beyond Lessee's control; improvements permitted or required excepted. No property of Lessee may be retained by Lessor for any reason. Lessee may remove all state-owned or paid-for equipment, fixtures and improvements. Lessor shall perform a post-occupancy tour of the premises with Lessee after removal of Lessee's property to determine repairs needed to be paid by the Lessee, excluding reasonable wear and tear and other exceptions as noted above.

Assignment

The Administrative Office of the Illinois Courts may substitute judicial branch tenants at any time. Such substitute tenant shall be responsible for all or part of the leased premises. The substitute tenant would be responsible for all future obligations unless otherwise specified by the Supreme Court of Illinois through its authorized agent, the Administrative Office of the Illinois Courts.

Condemnation

If, during the term of this lease or any renewal, the whole or part of the premises is condemned so as to make the premises unusable or undesirable, Lessee may terminate the lease by giving at least thirty (30) days written notice. Lessee will be entitled to a portion of any award to the extent of any unamortized improvement costs paid for directly or indirectly by Lessee.

Untenantability

If the premises become untenable because of casualty or Lessor's act or neglect, Lessee may declare the lease terminated and may vacate if the problem is not cured by Lessor within a reasonable time. Lessee may choose to remain in possession after terminating the lease, paying at the monthly rate, until suitable substitute premises are available.

Insurance

Lessor shall maintain fire and other casualty insurance on the premises in an amount sufficient to repair damage caused by fire or other casualty. Lessee understands that such insurance will not cover Lessee's equipment or office furnishings. Lessee is self-insuring. A copy of Lessee's self-insurance policy or certificate will be provided on request.

Breach

Failure of Lessor to comply with the provisions of this lease is a breach of this lease. In the event of such breach, Lessee shall have the option of terminating this lease. Failure of Lessee to comply with the provisions of this lease is a breach of this lease. In the event of such breach, Lessor shall have the option of terminating the lease, requiring the Lessee to vacate within 45 days of written notice of breach.

Covenants Binding

All covenants and representations made in this lease are dependent, and will be binding upon, apply to, and be for the benefit of any successor in interest to the parties. No provision of this lease may be modified or additional requirements established without the express written approval of the Administrative Office of the Illinois Courts and the Lessor.

Examination of Records

Lessor agrees to allow Lessee to examine all records pertaining to this lease, to verify compliance with this lease and costs associated with the lease. Lessor shall maintain, for a minimum of 5 years after the completion of the lease, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the lease; the lease and all books, records, and supporting documents related to the lease shall be available for review and audit by the Auditor General of the State of Illinois; and Lessor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the lease for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Signature

Representatives of the Supreme Court of Illinois execute this document in their official capacity only and not as individuals.

Notices

Notices to Lessor shall be sent to the addresses shown on page one of this lease. Notices to Lessee shall be sent to the tenant's address indicated on page one of this lease and to the Administrative Office of the Illinois Courts at 3101 Old Jacksonville Road, Springfield, IL 62704-6488.

Laws of Illinois

This lease is governed by the laws of the State of Illinois and will be interpreted in accordance with Illinois law.

Non-discrimination

Lessor and its employees and subcontractors agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, the Illinois Environmental Barriers Act, and rules applicable to each.

Authority to Execute

Parties signing this lease on behalf of Lessor certify that they have authority to execute this lease and to commit to all described covenants.

Disbursements

Lessor understands that disbursements from appropriations by the State Comptroller are contingent upon the lease being properly filed pursuant to 30 ILCS 105/9. Any reasonable delay in disbursement pursuant to this provision shall not be deemed to be a breach. Lessor agrees that payment made under this lease will be made in accordance with current financial practices of the State of Illinois. Late payment charges, if any, may not exceed the amounts provided under the provisions of the Prompt Payment Act. See 30 ILCS 540/1 *et seq.*

Ownership

Lessor covenants and warrants that record title to the demised premises is held by Lessor or that Lessor has lawful authority and the requisite site control to enter into this lease agreement by virtue of other contractual agreements with the record title owner or subsequent transferee, assigns or successors in interest (i.e., Lessee, Sublessee, Contract Purchaser, Optionee, etc.). Failure by Lessor to fully and accurately complete the provisions of Exhibit A, the Real Estate Lease Form Disclosure Statement, attached hereto and incorporated by reference herein, shall constitute a material breach of this Lease.

It is acknowledged that in the event of such a material breach by the Lessor, its assigns, transferees, or other successors in interest, Lessee shall be entitled to, but will not be obligated to, terminate this lease and vacate the demised premises.

Change of Ownership or Beneficial Interest

The Administrative Office of the Illinois Courts must be notified in writing by Lessor of any change in ownership and/or beneficial interest of a trust within thirty (30) days of the event. All assigns, transferees, or other successors in interest to Lessor shall be required to comply with any and all disclosure requirements of applicable Illinois law, or regulations governing real estate lease transactions.

Entire Agreement

This lease, including its addenda and exhibits, contains the entire agreement of the parties with respect to the matters covered by this lease, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this lease shall be binding or valid.

Severability

If any provision of this agreement should be found illegal, invalid or void, it shall be considered severable. The remaining provisions shall not be impaired and the agreement shall be interpreted as far as possible to give effect to the parties' intent.

Modifications

Any modification, change or amendment subsequent to the execution of this agreement may be made only by an instrument in writing executed and signed by the parties.

Waiver

The failure of any party to enforce any provision of this agreement shall not constitute a waiver by such party of any provision. The past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

Examination of Instrument

Submission of this instrument for examination does not constitute a reservation of or option for the premises. The instrument does not become effective as a lease or otherwise until executed by both Lessor and Lessee.

Time is of the Essence

Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

Disclosure

The following exhibit(s) are made a part of this lease:

- | | | | |
|-------------------------------------|---------------------------|--------------------------|------------------------|
| <input checked="" type="checkbox"/> | A - Disclosure | <input type="checkbox"/> | I - Improvement |
| <input type="checkbox"/> | P- Purchase Option | <input type="checkbox"/> | J - Janitorial Service |
| <input type="checkbox"/> | OD - Ownership Disclosure | <input type="checkbox"/> | D - Diagrams |

Certifications

1. Conflict of Interest. Lessor certifies that neither he/she, his/her spouse or minor child, is an elected official in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government for which he/she, his/her spouse or minor child receives compensation in excess of 60% of the salary of the Governor of the State of Illinois, or that he/she, his/her spouse or minor child is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority. Lessor further certifies that no person listed herein is entitled to receive (i) more than 7½% of the total distributable income of any firm, partnership, association, or corporation or (ii) an amount in excess of the salary of the Governor. Further, Lessor certifies that no person listed herein, together with his/her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor. See section 50-13 of the Judicial Branch Procurement Code (same as section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13)).
2. Bid-rigging or Bid-rotating. Lessor certifies that he/she/it has not been barred from contracting with the State as a result of a violation of section 33E-3 or 33E-4 of the Criminal Code of 1961. 720 ILCS 5/33E-3, 33E-4.
3. Educational Loan Default. If the Lessor is an individual, he or she certifies that he or she is not in default on an educational loan as provided in Public Act 85-827. 5 ILCS 385/3.
4. Anti-bribery. The Lessor certifies that he/she/it is not barred from being awarded a contract or subcontract under section 50-5 of the Judicial Branch Procurement Code (same as section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5(a))).
5. Debt Delinquency. Lessor certifies that he/she/it is not barred from being awarded a contract under section 50-11 of the Judicial Branch Procurement Code. Section 50-11 of the Judicial Branch Procurement Code prohibits a lessor from entering into a contract with the judicial branch if the lessor knows or should know that he/she/it, or any affiliate, is delinquent in the payment of any debt to the State unless the lessor or affiliate has entered into a deferred payment plan to pay off the debt. Lessor further acknowledges that, under section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Lessor is determined to be delinquent in the payment of any debt to the State during the term of the contract.
6. Collection and Remittance of Illinois Use Tax. Lessor certifies that he/she/it, or any affiliate, is not barred from being awarded a contract under Section 50-12 of the Judicial Branch Procurement Code. Section 50-12 of the Judicial Branch Procurement Code prohibits a lessor from entering into a contract with the judicial branch if he/she/it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act (35 ILCS 105/1 et seq.). Lessor further acknowledges that, under Section 50-60 of the Judicial Branch Procurement Code, the AOIC Director may declare the contract void if this certification is false or if Lessor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
7. Prohibition of Goods Produced by Forced Labor. Lessor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
8. Sarbanes-Oxley Act/ Illinois Securities Law. Lessor certifies in accordance with Section 50-10.5 of the Judicial Branch Procurement Code that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (Pub. L. No. 107-204) or a Class 3 or Class 2 felony under

the Illinois Securities Law of 1953 (815 ILCS 5/1 *et seq.*) for a period of five years prior to the date of the bid or contract. Lessor acknowledges that the AOIC Director may declare the contract void if this certification is false.

9. Corporate Accountability. Lessor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (Public Act 93-0552). Public Act 93-0552 requires development assistance agreements to contain specific recapture provisions. Lessor acknowledges that the AOIC Director may declare the agreement void if this certification is false.
10. Environmental Protection Violations. Lessor certifies that he/she/it is not barred from entering into this agreement under Section 50-14 of the Judicial Branch Procurement Code. Section 50-14 prohibits entering into an agreement with the judicial branch by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. Lessor acknowledges that the AOIC Director may declare the agreement void if this certification is false.
11. Prohibition of Goods Produced by Child Labor. Lessor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under this lease have been produced in whole or in part by the labor of any child under the age of 12.

*** A copy of the Judicial Branch Procurement Code is available upon written request from the Administrative Office of the Illinois Courts.*

Legal Status Disclosure by Lessor

Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: County of McLean, Illinois

Taxpayer Identification Number

EIN: 37-6001569

Legal Status (check one)

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Owner of sole proprietorship |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax-exempt hospital or extended care facility |
| <input checked="" type="checkbox"/> Governmental entity | <input type="checkbox"/> Corporation providing or billing medical and/or health care services |
| <input type="checkbox"/> Nonresident alien individual | <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services |
| <input type="checkbox"/> Estate or legal trust | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Foreign corporation, partnership, estate, or trust | |

IN WITNESS WHEREOF, the parties have executed these presents on the date first above written.

LESSEE:

SUPREME COURT OF ILLINOIS,
THROUGH ITS AUTHORIZED AGENT,
THE ADMINISTRATIVE OFFICE OF THE
ILLINOIS COURTS

LESSOR:

COUNTY OF MCLEAN, ILLINOIS

Signature

Type/Print Name

Type/Print Title

Date

Signature

Type/Print Name

Type/Print Title

Date

Exhibit A
Real Estate Lease Form
Disclosure Statement

Lease Control No. _____

This statement must be completed by the Lessor

Disclosure of the following information is required by Illinois law (50 ILCS 105/3.1, 30 ILCS 505/10.1 and 30 ILCS 505/11.1). This lease may be declared void by the State if information is not provided. (This form has been approved by the Forms Management Center.)

I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7 1/2% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7 1/2% interest, then the requirements of this disclosure may be met by so stating below.

Not Applicable

II. For land trusts, state the name of every owner or beneficiary having an interest in the lease.

Not Applicable

III. Are any of the persons listed above elected or appointed officials, employees of the State or the spouse or minor child of same?

No Yes If "yes", explain employment and/or relationship.

IV. I, Michael F. Sweeney state on oath or affirm that I am (title) Chairman for of (firm/name) McLean County Board and that the disclosure made above is true and correct to the best of my knowledge. I will provide any additional documentation requested by the State of Illinois. I further certify that Lessor has not bribed or attempted to bribe an officer or employee of the State of Illinois. I certify that the disclosure made above is correct to the best of my knowledge.

State of Illinois)
County of McLean) SS:
I, Eric T. Ruud, certify Michael F. Sweeney
on _____, 200____, _____ Chairman
personally appeared before me and swore or affirmed that he has signed
this document as Chairman of McLean
County Board and that the information provided was true and correct.

Signature _____ Date _____
Attestation (name/title) _____ Date _____
Notary Seal _____ Seal _____

Notary Public

Commission Expires _____

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above County of McLean	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other <u>Local Govt.</u>	<input checked="" type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.) 115 E. Washington	Requester's name and address (optional)
City, state, and ZIP code Bloomington, IL. 61702	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number								
3	7	6	0	0	1	5	6	9

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person <i>Jackie Doyen</i>	Date <i>6/26/06</i>
------------------	--	---------------------

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.socialsecurity.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

⁴List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Members Bostic/Harding moved the County Board approve a Request for Approval of a Lease Agreement between the Administrative Office of the Illinois Courts and the County for Office Space for the 11th Circuit Court Arbitration Center – Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

LEASE AGREEMENT

Between

The County of McLean

as Landlord,

and

McLean County States Attorney

as Tenant,

for

Office Space Located on the 4th Floor of
200 West Front Street, Bloomington, Illinois
For the Child Support Enforcement Division

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Lease Agreement

WHEREAS, the County of McLean, a body corporate and politic, (hereinafter "COUNTY") as Landlord, and the Child Support Enforcement Division of the McLean County States Attorney's office, (hereinafter "CSED"), as Tenant, desire to continue a lease agreement for office space located on the northwest corner of the fourth floor of the 200 W. Front Street building, Bloomington, Illinois, (hereinafter "Building"); and,

WHEREAS, the parties herein mutually agree that this agreement expressly sets forth the rights and duties of each party,

NOW THEREFORE, it is expressly agreed as follows:

1. **Term.** The term of this lease agreement shall commence on July 1, 2006, and terminate on June 30, 2007.

2. **Rent.**
 - a. Rent shall be \$19,866.68 for 2,476 s.f. of office space, payable in twelve equal monthly installments of \$1,655.56.
 - b. Rent, for purposes of this agreement, shall be defined as including all rent, utilities (except telephone services), and general maintenance.
 - c. All rent payments shall be mailed to the below address:

**McLean County Treasurer
115 E. Washington Street, Mezzanine Level
P.O. Box 2400
Bloomington, Illinois 61702-2400**
 - d. The monthly rent payment during each month of the term thereof shall be payable commencing on the first day of each month.

3. **Tenant's Use and Operation.** CSED shall use the aforementioned leased premises only for the purposes of its general business office. CSED shall not use the premises for any unlawful, improper or immoral use, nor for any purpose or in any manner which is in violation of any present or future governmental law or regulation, and shall, at all times, be in compliance with the City of Bloomington Fire Code. CSED shall, during the initial term of the lease, continuously use the leased premises for the purposes stated herein.

4. **Utilities.** COUNTY shall provide all electricity, gas, water, and trash services used or consumed by CSED in the leased premises. CSED shall be responsible for the payment of its own telephone or data services.

5. **Building Common Areas.** CSED shall be entitled to use of the areas designated from time to time by COUNTY as "common areas", and which are adjacent to or benefit the leased premises. Such common areas shall include COUNTY designated "customer only" parking areas at BUILDING, adjoining sidewalks, entryway lobby, and atrium areas for the purpose of egress and ingress of CSED employees and clients. Such use shall be subject to the rules and regulations as COUNTY shall from time to time issue.

6. **Maintenance and Repair.** COUNTY shall be responsible for compliance with all building codes, the American's with Disabilities ACT (as to permanent improvements only) and any other environmental or building safety issues and the state, local, and federal regulations relating thereto, perform all general building maintenance and repair. Notwithstanding the foregoing, COUNTY shall not be responsible for the cost of repairs and maintenance caused by the intentional acts or negligence of CSED or its Board, employees or clients. CSED shall keep the interior of premises as well as any portion of the leased premises visible from the exterior clear, orderly, and in good condition and repair, at its own expense. CSED shall keep all glass areas of leased premises clean which are visible from the BUILDING common area hallways. COUNTY shall provide custodial cleaning services each weekday evening. CSED shall be responsible for the repair costs for any damage or graffiti done to BUILDING caused by the clients of CSED. CSED shall be billed for all labor and materials used to repair any damage or graffiti caused by clients of CSED. Such bills shall be payable within 30 days of receipt of repair invoice by CSED.

7. **Parking.** COUNTY shall provide no parking stalls for CSED, and further, CSED agrees to not park any employee vehicles at any time in the lot adjacent to BUILDING under penalty of removal of said vehicle(s) at owners expense.

8. **Alterations.** No alterations, additions or improvements shall be made in or to the leased premises without the prior express written approval of COUNTY. All alterations, additions, improvements, and fixtures which may be made or installed by either of the parties hereto upon the leased premises and which in any manner are attached to the floors, walls or ceilings, shall be the property of COUNTY and at the termination of this agreement, shall remain upon and be surrendered with the leased premises as a part thereof, without disturbance, molestation or injury. Notwithstanding the foregoing, COUNTY may designate by written notice to CSED certain fixtures, trade fixtures, alterations and additions to the leased premises which shall be removed by CSED at the expiration of this agreement. The parties hereto may also

agree in writing, prior to the installation or construction of any alternations, improvements, or fixtures to the leased premises by CSED or its Board may either cause the removal of such items at the time of expiration of this lease, or that they may be left in the leased premises. CSED shall, at its own expense, repair any damages to the leased premises caused by the removal of its fixtures or alternations.

9. Insurance and Indemnity.

a. Covenants to Hold Harmless. CSED agrees to save and hold COUNTY (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, court costs, expenses, causes of action, claims or judgements, resulting from claimed natural persons and any other legal entity, or property of any kind including, but not limited to choses in action) arising out of or in any way connected with this undertaking, whether or not arising out of the partial or sole negligence of COUNTY or its officials, agents, or employees, and shall indemnify COUNTY from any costs, expenses, judgements, and attorney's fees paid or incurred by or on behalf of COUNTY and/or its agents and employees.

b. Fire and Casualty Insurance. COUNTY shall be responsible for obtaining and maintaining a policy of fire and casualty insurance with extended coverage provisions applicable to the leased premises and protecting COUNTY against loss due to the structure of the premises. CSED shall be responsible for obtaining and maintaining a policy for fire and casualty insurance protecting CSED against loss or damage to its furnishings, equipment, and personal property in or on the leased premises.

c. Added Risk. CSED shall also pay any increase in the fire and casualty insurance rates or premiums on the leased premises caused by any increased risk or hazardous business carried on by CSED in the leased premises. The determination of the insurance carrier shall be binding upon the parties as to the added risk resulting from CSED business. CSED's share of the annual insurance premiums for such insurance, as required by this paragraph, shall be paid within ten (10) days after CSED is given written request for same. COUNTY shall invoice CSED without notice or negotiation for any rate increase.

d. Obligation to Carry Public Liability Insurance. CSED shall, during the entire term hereof, keep in full force a policy of public liability insurance with respect to the leased premises and the business operated by CSED in the leased premises, and in which the limits of liability

shall not be less than One Million Dollars (\$1,000,000.00), for personal injuries to any person or persons arising out of a single accident and Five Hundred Thousand Dollars (\$500,000.00) for property damage resulting from any one occurrence. COUNTY shall be named as an additional insured in all policies of liability insurance maintained pursuant to this provision. CSED shall furnish COUNTY a Certificate of Insurance as evidence of insurance that such insurance is in force at all times during the term of this agreement. CSED shall furnish COUNTY additional certificates of CSED's insurance within twenty (20) days of receipt of a written request by COUNTY for such certificate. Insurance must be in a form acceptable to COUNTY and written by an insurance company admitted in the state of Illinois for such coverage.

e. Waiver of Subrogation Rights Under Insurance Policies.

Notwithstanding anything to the contrary contained herein, each of the parties hereto releases the other, and other tenants in BUILDING, to the extent of each party's insurance coverage, from any and all liability for any loss or damage which may be inflicted upon the property of such party even if such loss or damage shall be brought about by the fault or negligence of the other party, or other tenants, or their agents, employees or assigns; provided, however, that this release shall be effective only with respect to loss or damage occurring during such time as the appropriate policy of insurance contains a clause to the effect that this release shall not affect the policy or the right of the insured to recover thereunder.

10. Conduct. CSED shall not cause or permit any conduct of employees or clients of CSED to take place within the leased premises or building which in any way may disturb or annoy other tenants or occupants of BUILDING or adjacent buildings.
11. Signs. No sign, banner, decoration, picture, advertisement, awning, merchandise, or notice on the outside of leased premises or BUILDING, or which can be seen from the outside of leased premises, shall be installed or maintained by CSED without the prior express written approval of COUNTY.
12. Estoppel. Each party, within ten (10) days after notice from the other party, shall execute to the other party, in recordable form, a certificate stating that this lease is unmodified and in full force and effect, or in full force and effect as modified, and stating the modifications. The certificate shall also state the amount of the base rental, the date to which the rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the ten (10) days shall be

conclusive upon the party failing to so deliver for the benefit of the party requesting the certificate and any successor to the party so requesting, that this lease is in full force and effect and has not been modified except as may be represented by the party requesting the certificate.

13. **Access to the Premises.** COUNTY shall have the right to enter upon the leased premises at anytime for the purpose of inspecting the same, or of making repairs, additions or alterations to the leased premises or any property owned or controlled by COUNTY. For a period commencing one hundred twenty (120) days prior to the termination of this lease, COUNTY may have reasonable access to the leased premises for the purpose of exhibiting the same to prospective tenants with 24 hours notice to CSED.

14. **Hazardous Material.**

a. **Prohibition.** CSED expressly covenants and agrees that it will not cause or permit to be brought to, produced upon, disposed of or stored at the leased premises an hazardous material. For purposes of this provision, hazardous material shall mean any substance, in any form which is regulated or prohibited by statute, regulation, ordinance or rule including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC 6901, et seq. and regulations promulgated thereunder; the Toxic Substances Control Act, 15 USC 2601, et seq. and regulations promulgated thereunder; of state of Illinois statutes; or any substance which may be harmful to human health or welfare or the environment.

b. **Disclosure, Remediation, Liability, and Indemnification.** CSED expressly covenants and agrees that in the event any hazardous material is produced or stored at, brought to, or released on the leased premises by CSED, its agents, employees, invitees, clients, or licensees, or by the negligence of CSED, its agents, employees, invitees, clients, or licensees,

- (i) CSED shall immediately notify COUNTY of the event;
- (ii) CSED shall take immediate preventive measures to abate the presence of hazardous materials at the leased premises;
- (iii) CSED shall remediate and clean up the leased premises to COUNTY's satisfaction;
- (iv) CSED shall be solely liable for all costs for removal of any hazardous material and for cleanup of the leased premises; and

- (v) CSED shall be solely liable for damages arising from any such hazardous materials and does expressly indemnify and hold harmless COUNTY from any claims, liability, expenses or damages, fines, penalties or costs (including actual or incurred attorney's fees) therefor.

c. Survival. CSED expressly covenants and agrees that the duties, obligations, and liabilities of CSED under the preceding section 14(a) and 14(b) shall survive the termination of this lease, and are binding upon CSED and its successors and assigns.

- 15. Condemnation. In the event a part of the leased premises shall be taken under the power of eminent domain by any legally constituted authority, and there remains a sufficient amount of space to permit CSED to carry on its business in a manner comparable to which it has become accustomed, then this lease shall continue, but the obligation to pay rent on the part of CSED shall be reduced in an amount proportionate to the area and relative value of the entire premises taken by such condemnation. In the event all of the leased premises shall be taken, or so much of the leased premises is taken that it is not feasible to continue a reasonably satisfactory operation of the business of CSED, then the lease shall be terminated. Such termination shall be without prejudice to the rights of either COUNTY or CSED to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither COUNTY nor CSED shall have any right in or to any award made to the other by the condemning authority.
- 16. Destruction. Except as otherwise provided in this lease, in the event the leased premises are damaged by fire or other casualty covered by the insurance required herein, such damage shall be repaired with reasonable dispatch by and at the expense of COUNTY. Until such repairs are completed, the rent payable hereunder shall be abated in proportion to the area of the leased premises which is rendered untenable by CSED in the conduct of its business. In the event that such repairs cannot, in the reasonable opinion of the parties, be substantially completed within one hundred twenty (120) days after the occurrence of such damage, or if more than fifty percent (50%) of the leased premises have been rendered unoccupiable as a result of such damage, or if there has been a declaration of any governmental authority that the leased premises are unsafe or unfit for occupancy, then COUNTY or CSED shall have the right to terminate this agreement, or any extensions thereof.

17. **Insolvency.** Neither this lease nor any interest therein, nor any estate thereby created, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law. In the event the estate created hereby shall be taken in execution or by other process of law, or if CSED shall be adjudicated insolvent pursuant to the provision of any state or insolvency act, or if a receiver or trustee of the property of CSED shall be appointed by reason of CSED's insolvency or inability to pay its debts, or if any assignment shall be made of CSED's property for the benefit of creditors, then and in any such event, COUNTY, may at its option, terminate this lease, or any extensions thereof, and all rights of CSED hereunder, by giving CSED notice in writing of the election of COUNTY to so terminate.
18. **Assignment and Subletting.** CSED shall not assign or in any manner transfer this agreement or any estate or interest herein without the express written previous consent of COUNTY.
19. **Default.** If CSED shall fail to make any payment of any rent due hereunder within five (5) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which CSED is required to observe and perform under this lease for a period of thirty (30) days following written notice of such failure, or if CSED shall abandon or vacate the premises during the term of this lease, or if CSED shall cease to entirely own all business operations being carried on upon the premises, then COUNTY may, but need not, treat the occurrence of any one or more of the foregoing events as a breach of this lease, and thereupon may, at its option, without notice or demand of any kind to CSED have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:
 - a. Terminate this lease, or any extensions thereof, repossess the leased premises, and be entitled to recover immediately, as liquidated agreed final damages, the total amount due to be paid by CSED during the balance of the initial term of this agreement, or any extensions thereof, less the fair rental value of the premises for said period, together with any sum of money owed by CSED to COUNTY.
 - b. Without waiving its right to terminate this lease, or any extensions thereof, terminate CSED's right of possession and repossess the leased premises without demand or notice of any kind to CSED, in which case COUNTY may relet all or any part of the leased premises. CSED shall

Page eight

be responsible for all costs of reletting. CSED shall pay COUNTY on demand any deficiency from such reletting or COUNTY's inability to do so.

c. Have specific performance of CSED's obligations.

d. Cure the default and recover the cost of curing the same being on demand.

20. Termination; Surrender of Possession.

a. Upon the expiration or termination of this lease, or any extension thereof, CSED shall:

(i) Restore the leased premises to their condition at the beginning of the term (other than as contemplated by paragraph eight (8) of this lease), ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the leased premises and the property and repair any damage caused by such removal;

(ii) Surrender possession of the leased premises to COUNTY; and

(iii) Upon the request of COUNTY, at CSED's cost and expense, remove from the property all signs, symbols and trademarks pertaining to CSED's business and repair any damages caused by such removal.

b. If CSED shall fail or refuse to restore the leased premises as hereinabove provided, COUNTY may do so and recover its cost for so doing. COUNTY may, without notice, dispose of any property of CSED left upon the leased premises in any manner that COUNTY shall choose without incurring liability to CSED or to any other person. The failure of CSED to remove any property from the leased premises shall forever bar CSED from bringing any action or asserting any liability against COUNTY with respect to such property.

21. Waiver. One or more waivers of any covenant or condition by COUNTY shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by COUNTY to or of any act of CSED requiring COUNTY's consent or approval shall not be deemed to waive or render unnecessary COUNTY's consent or approval to or of any subsequent act by CSED.

22. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if delivered personally, or if sent by first-class mail, postage prepaid, return receipt requested to the following, or to such other address as shall be furnished in writing to one party by the other:

Page nine

If to COUNTY:

Office of the County Administrator
McLean County
115 E. Washington Street, Room 401
Bloomington, IL 61702-2400

With Copies to:

Director of Facilities Management
McLean County
104 W. Front Street, Suite 104
Bloomington, Illinois 61702-2400

If to CSED:

Administrative Attorney
Child Support Enforcement Division
200 W. Front Street, 4th Floor
Bloomington, Illinois 61701

23. **Agency.** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than the relationship of landlord and tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.
24. **Partial Invalidity.** If any term or condition of this lease, or any extension thereof, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or any extension thereof, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.
25. **Holding Over.** Any holding over after the expiration of the term thereof, with or without the consent of COUNTY, shall be construed to be a tenancy from month to month at the rents herein specified (prorated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.
26. **Successors.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors,

administrators, successors and assigns of the said parties; and if there shall be more than one tenant, they shall all be bound jointly and severally by the terms, covenants and agreements herein. No rights, however, shall inure to the benefit of any assignee of CSED unless the assignment to such assignee has been approved by COUNTY in writing as provided herein.

27. Right to Terminate.

a. Notwithstanding any other provision of this lease to the contrary, either party shall have the right to terminate this lease during the initial term or any extension term by giving at least sixty (60) days prior written notice of termination to the other party, by abiding by paragraph 22, page eight (8) of this agreement pertaining to all notices.

b. In the event the Illinois Department of Public Aid or its assigns or successors terminates the agreement of cooperation under which CSED is empowered to perform its duties, CSED and or the County shall have the option to terminate this lease with thirty (30) days written notice to the other.

28. Non-Affiliation Clause. No member of the McLean County Board or any other COUNTY official shall have an interest in any contract let by the McLean County Board either as a contractor or subcontractor pursuant to Illinois Compiled Statutes, 50 ILCS 105/3, et seq.

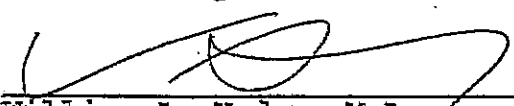
IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective officers, there unto duly authorized at Bloomington, Illinois, this 22nd day of August, 2006.

APPROVED:

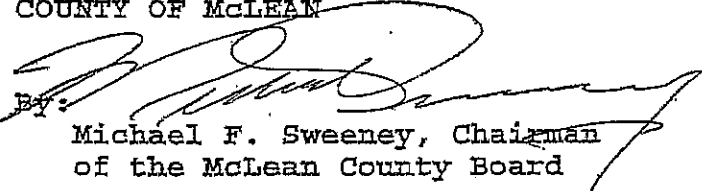
McLean County States Attorney

COUNTY OF McLEAN

By:


William A. Yoder, McLean
County States Attorney

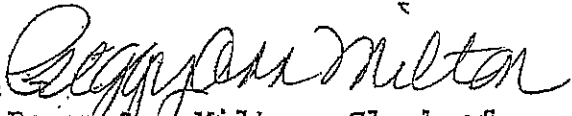
By:


Michael F. Sweeney, Chairman
of the McLean County Board

ATTEST:

By:

By:


Peggy Ann Milton, Clerk of
the McLean County Board

Members Bostic/Ahart moved the County Board approve a Request for Approval of a Lease Agreement between the County of McLean and the McLean County State's Attorney for Office Space located on the 4th Floor of 200 W. Front Street, Bloomington, IL for the Child Support Enforcement Division - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report was located on pages 82-84.

JUSTICE COMMITTEE:

Member Renner, Chairman, presented the following:

An **EMERGENCY APPROPRIATION** Ordinance
Amending the McLean County Fiscal Year 2006
Combined Annual Appropriation and Budget Ordinance
General Fund 0001 Court Services Department 0022
Juvenile Detention Center 0022

WHEREAS, the McLean County Board, on November 15, 2005, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2006 adopted budget for the Court Services Department 0022, Juvenile Detention Program 0022; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the Illinois Criminal Justice Information Authority for Fiscal Year 2006 in the amount of \$2615.00 to fund training expenses at the Juvenile Detention Center; and,

WHEREAS, the Justice Committee, on Monday, August 14, 2006, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2006; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Court Services Department 0022, Juvenile Detention Program 0022 the following appropriation:

	<u>ADOPTED</u> <u>BUDGET</u>	<u>ADD</u>	<u>AMENDED</u> <u>BUDGET</u>
General Grant Revenue-Federal 0001-0022-0022-0404.0100	\$ 0.00	\$ 2,615.00	\$ 2,615.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Court Services Department 0022, Juvenile Detention Program 0022, the following appropriations:

	<u>ADOPTED</u> <u>BUDGET</u>	<u>ADD</u>	<u>AMENDED</u> <u>BUDGET</u>
Schooling and Conferences 0001-0022-0022-0718.0001	\$ 8,000.00	\$ 2,463.00	\$ 10,463.00

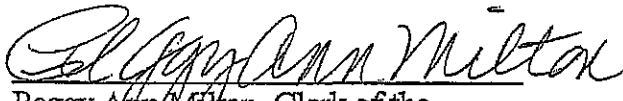
Travel Expenses				
0001-0022-0022-0793.0001	\$	500.00	\$ 152.00	\$ 652.00
Total			\$ 2,615.00	

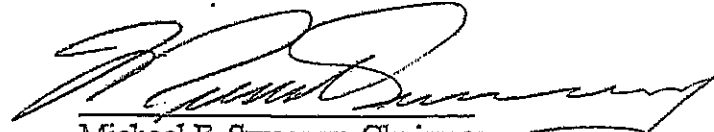
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Court Services.

ADOPTED by the County Board of McLean County this 22nd day of August, 2006.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the
County Board of McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Renner/O'Connor moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance, General Fund 0001 Court Services Department 0022, Juvenile Detention Center 0022 – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**CONTRACT FOR LEASE OF SPACE IN THE
McLEAN COUNTY JUVENILE DETENTION CENTER
Contract III - 2006**

I. PURPOSE

WHEREAS, under Article VII, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or ordinance; and

WHEREAS, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

WHEREAS, the County of Livingston is a unit of local government exercising power under the Illinois Counties Code (55 ILCS 5/1-1001, et.seq.); and

WHEREAS, the McLean County Board and the Livingston County Board have by appropriate action, authorized this Agreement;

WHEREAS, The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Livingston County.

WHEREAS, The County of Livingston has used all of the detention days provided for in the first and second contracts for the year 2006; and

WHEREAS, The County of Livingston is in need of additional detention days; and

II. PARTIES

McLean is the receiving County. Livingston is the transmitting County.

III. TERMS

Three hundred (300) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2007 year then any unused days may be added to the 2007 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 24,000.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4th quarter billing (December 31, 2006).

* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

VI. NOTIFICATION

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

VII. TRANSPORTATION

The transmitting County is responsible for all transportation of the detainee to and from the Center.

VIII. MEDICAL AND MENTAL HEALTH CARE

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

IX. LIABILITY

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

X. SEVERABILITY

In the event any provision of this Agreement² is held by any Court to be unconstitutional or in

excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

XI. SUPERSEDES OTHER AGREEMENTS

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

XII. ABIDE BY LAWS

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

XIII. AMENDMENT OF AGREEMENT

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

XIV. NOTICES

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman
Director of Court Services
104 West Front Street, Box 2400
Bloomington, Illinois 61704-2400

Michael Shaughnessy
Director/Chief Probation Officer
119 ½ North Mill Street
P.O. Box 405
Pontiac, Illinois 61764-0405

XV. TERMINATION OF AGREEMENT

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

XVI. INTERPRETATION OF THIS AGREEMENT

This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected and set forth herein are incorporated herein by reference.

XVII. CONTRACT PERIOD AND RENEWAL

This Agreement shall be in effect on August 22, 2006 and shall be terminated on December 31, 2006. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:

APPROVED:

Livingston County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

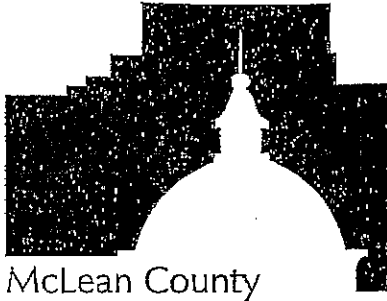
ATTEST:

Livingston County Clerk

McLean County Clerk

Date

Date



COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: August 1, 2006

RE: Juvenile Detention Bed Space Contract with Livingston County

Commencing January 1, 2006, Livingston County entered into a contract for lease of space in the McLean County Detention Center which guaranteed Livingston County 400 juvenile detention days at the rate of \$80.00 per day. In June of 2006 Livingston County used all 400 beds and entered into a contract for lease for an additional 200 detention days. They have once again used all of their detention days and desire to enter into an additional 300 detention day contract. As with the previous contract the rate is \$80 and any unused detention days will be allowed to be carried over to a 2007 contract.

This contract has been reviewed and approved by the McLean County States Attorney's office.

Mr. Goldberg and I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

Members Renner/Owens moved the County Board approve a Request for Approval of a Contract with Livingston County for Lease of Space in the McLean County Juvenile Detention Center – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2006
Combined Annual Appropriation and Budget Ordinance
Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 15, 2005, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Sheriff's Department 0029; and,

WHEREAS, the Sheriff's Department purchased twenty-two (22) Kenwood VHF radios featuring automatic officer-down sensors in July, 2006, as part of an improvement plan to address the overall safety of correctional officers in the McLean County Jail; and,

WHEREAS, the Sheriff's Department purchased four (4) surveillance cameras for the County Jail to augment the existing system and enhance the surveillance security within the jail; and,

WHEREAS, the Justice Committee, on Monday, August 14, 2006, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the cost incurred by the Sheriff's Department to purchase twenty-two (22) Kenwood VHF radios with officer-down sensors and four (4) surveillance cameras for the County Jail; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the County's General Fund 0001 in the amount of \$13,773.00.

County Board	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
0001-0001-0001-0400.0000	\$ 0.00	\$ 13,773.00	\$ 13,773.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following appropriations:

Non-Major Equipment			
0001-0029-0029-0621.0001	\$ 13,500.00	\$ 7,950.00	\$ 21,450.00

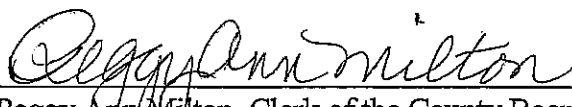
	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Capital Assets			
0001-0029-0029-0850.0001	\$ 0.00	\$ <u>5,823.00</u>	\$ 5,283.00
Total		\$ 13,773.00	

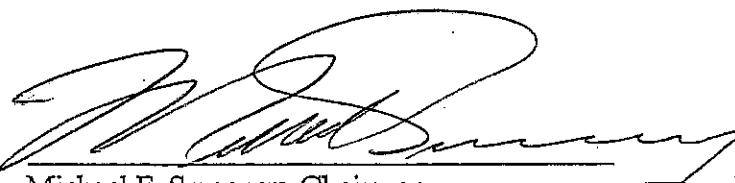
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 22nd day of August, 2006.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the County Board,
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Proposal

Page No. _____

of _____

Pages _____

Hill Radio

2 Way Sales - Service - Lease
 2503 GE Road P.O. Box 1405
 BLOOMINGTON, IL 61702-1405
 Phone (309) 663-2141

PROPOSAL SUBMITTED TO <i>McLEAN COUNTY JAIL</i>		PHONE <i>888 5068</i>	DATE <i>6-27-06</i>
STREET <i>TOM PHARIS.</i>		JOB NAME	
CITY, STATE and ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*KENWOOD RADIOS.**TK 3173 4WATT UHF RADIO WITH**BATT, CHARGER, BELT CLIP, ANI,**AND MAN DOWN TILT SWITCH.**# 475**TRADE # 350**TK. 3180 WITH SAME AS ABOVE**675**550**SPEAKER MICROPHONES**60**NYLON HOLSTER w/ SWIVEL BELT LOOP**28**LEATHER HOLSTER.**11**42**2 YEAR WARRANTY.*

We **Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

dollars (\$ _____).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *STEVE LARKIN*

Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

KENWOOD

Listen to the Future



TK-3173

Compact UHF FM Portable Radios
Conventional & Trunked

FleetSync
by Kenwood

GENERAL FEATURES

- 4 W, 450-490 MHz
- Conventional & LTR® Zones
- 8 Character Alphanumeric Aliases
- Backlit LCD
- Function / Status LCD Icons
- Transmit / Busy / Call Alert / Warn LED
- 4 Front Panel PF keys
- 3 Side PF Keys
- Orange Emergency / AUX Key
- 500 mW Audio Power
- Enhanced Kenwood Audio
- Companded Audio
- Encryption / ANI Board Control
- Easy Option Port (20-Pin)
- Emergency Call Features
- Emergency Man-Down Option
- QT / DQT
- DTMF Encode / Decode¹
- Special Alert Tone Patterns²
- Call Key³
- Time Out Timer
- Busy Channel Lockout
- LCD Battery Status Indicator
- Low Battery Alert
- Weather-sealed ACC Connector
- Speaker Mic Options
- Windows® Programming & Tuning⁴
- Windows® Firmware Uploading⁴
- Field Programming & Tuning
- Cloning

- MIL-STD-810 C/D/E/F
- MIL-STD "Driven-Rain"
- IP-54/55 Water & Dust Intrusion
- Intrinsically Safe Option

CONVENTIONAL ZONES

- 128 Channels / 128 Zones⁵
- QT / DQT
- Two-Tone Decode⁶
- Single / Two-Tone Encode⁶
- Operator Selectable Tone⁶
- Single Priority Scan
- Single & Multi-Zone Scan
- List Scan
- Voice Inversion Scrambler Built-in
- VOX Ready
- Battery Saver

TRUNKED ZONES

- 250 GID / 128 Zones⁵
- Kenwood LTR® Features

FleetSync®

- PTT ID Digital ANI
- Selective Call & Group Call⁷
- Status Messaging⁷
- Emergency Status
- Caller ID Display⁷
- Short Text Messages⁷
- PC Serial Interface



Owens, Dave

From: Phares, Tom
Sent: Friday, July 07, 2006 9:47 AM
To: Owens, Dave
Subject: RE: Up-date
Follow Up Flag: Follow up
Flag Status: Blue

Right now we have elevators, gates, and Sally port due to Dwayne from Simplex getting things going overnight. He is supposed to be back this morning to work further. The smoke detectors are bypassed and the officers are to be extra vigilant on the floor.

The man-down radios have a price tag of \$350.00 each with our old radios being traded in. For 22 radios we would need \$7950.00.

I do not yet have a price from Simplex for the more elaborate tracking integrating the man down devices into the Simplex system. This I am told could be rolled into the new system being installed as a change order to be paid through the PBC.

From: Owens, Dave
Sent: Friday, July 07, 2006 7:48 AM
To: Phares, Tom
Cc: Love, Derick
Subject: Up-date

Tom,

Would you provide me with an up-date on the impact of the incident last night on the operations within the detention center?

Next week will you be in a position to provide me with the information I need to take the emergency appropriations request to the Justice Committee? This is in regards to the "Officer Down" device and the additional cameras that we want to recommend.

Thanks,

Sheriff Dave Owens
 McLean County Sheriff's Office
 Law & Justice Center
 104 W. Front St. P.O. Box 2400
 Bloomington, Ill. 61702-2400
 Phone: 309-888-5034
 Fax: 309-888-5072
 email: dave.owens@mcleancountyil.gov
 blackberry: daveowens@nextel.blackberry.net

\$1125.00 TRADE ID

SimplexGrinnell Quotation

TO:
McLean County Law And Justice
104 W Front St
Bloomington, IL 61701-5005

Project: Processing Cameras
Customer Reference:
SimplexGrinnell Reference: 375405580
Date: 06/22/06
Page 1 of 4

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
		Cameras
4	LTC 1463/21	FLEXI-XT 3-6MM
1	LTC 5404/60	PHILIPS LTC 5404/60
1	741802PL	18/2STR CL3P/CMP WHT/GRN STRIP
1	740200	RG6/U SBC 95% BC CL3 BLACK
1	OPIM	OP INSTALLATION MATERIALS

Total net selling price, FOB shipping point, \$5,823.00

Comments

Scope of Work

Including

1. Provide the equipment for adding four (3) cameras, two (2) in the mens processing area and two (2) in the womens processing area, to the existing CCTV system within the above referenced location.
2. New cameras will be connected to the existing Alligiant CCTV switcher for viewing on the existing monitors.
3. Equipment as listed above, installation, materials, programming, and testing.

Excluding

1. Any additional equipment or materials required by the local Authority Having Jurisdiction, but not specifically listed under this proposal. These items, if any, will be quoted as an extra to the contract price.
2. Any conduit provision or installation of any kind.
3. Specialty testing of the wiring system (megger testing).
4. Surge protection for the incoming 120vac power.

Clarifications

1. This proposal is based upon adding devices at specific locations requested by the Owner's Representative.
2. This proposal is based upon the work being performed during normal working hours.

SimplexGrinnell Quotation

Comments (continued)

3. This proposal is based upon Prevailing Wage Table labor rates.
4. In the event of Contract Cancellation by the purchaser, the purchaser agrees to be responsible for actual time lost and any material restocking fees incurred.
5. The above outlined scope of work is SimplexGrinnell's understanding of the work you would like performed. If there are any additional items or services which you would like us to include or exclude in this proposal, please let us know and we will be glad to do so.

TERMS AND CONDITIONS

1. **Payment.** Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. **Pricing.** The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work. If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. **Alarm Monitoring Services.** Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. **Code Compliance.** Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. **Limitation Of Liability; Limitations Of Remedy.** It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no warranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR**

CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. **General Provisions.** Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

7. **Customer Responsibilities.** Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment. In the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

8. **Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

9. **Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or

suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

10. **Confined Space.** If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

11. **Hazardous Materials.** Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

12. **OSHA Compliance.** Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

13. **Interferences.** Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

14. **Modifications and Substitutions.** Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially effect the performance of the Covered System(s).

15. **Changes, Alterations, Additions.** Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of said work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

16. **Project Claims.** Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

17. **Backcharges.** No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

18. **System Equipment.** The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided

SimplexGrinnell

Project: Processing Cameras
 Customer Reference:
 SimplexGrinnell Reference: 375405580
 Date: 06/22/06
 Page 4 of 4

by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

19. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

20. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. Where Company provides product or equipment of others, Company will warrant the product or equipment only to the extent warranted by such third party. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

21. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

22. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

23. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

24. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 1/2% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid, 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

25. Exclusions. This Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

26. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots,

civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing complete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, less an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

27. One-Year Limitation On Actions; Choice Of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

28. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

29. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

30. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

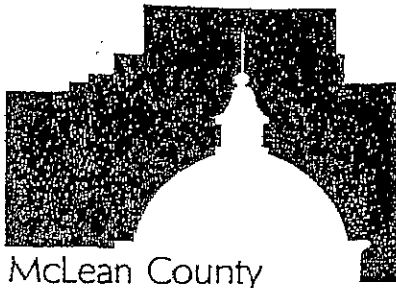
31. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

32. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 284-9368; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the reverse side of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE REVERSE SIDE. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#: _____ 1090 North Main St East Peoria, IL 61611	Accepted By: (Customer) _____
Telephone: (309) 694-8000	Company: _____
Representative: Roger Gonzalez	Address: _____
	Signature: _____
	Title: _____
	P.O.#: _____ Date: _____



McLean County

McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5166
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

August 3, 2006

TO: Justice Committee Chairman Tari Renner
Justice Committee Members
FROM: Sheriff David Owens
SUBJ: EMERGENCY APPROPRIATION REQUEST

I would respectfully request that the following Emergency Appropriation requests be approved by the Justice Committee.

- 1) Replace the current Kenwood Portable radios that are used by the Correctional Staff with a new model which will have a "Man Down Tilt Switch" installed in each portable radio.

The current portable radios in use cannot have this feature retro fitted into them.

We are requesting the purchase of 22 portable radios with the "Man Down Tilt Switch" feature at \$475 apiece.

22 Portable Radios X \$474 = \$10450

We currently have 20 Kenwood Portable Radios and Hill Radio will give us a credit of \$125 per radio.

20 Portable Radios X \$125 = \$2500

\$10450 - \$2500 = \$7950.00 total

- 2) Add four additional cameras within the McLean County Jail, including installation: **\$5823.00.**

The total request for both projects would be **\$13773.00**

Members Renner/Harding moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance – Sheriff's Department 0029. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**RESOLUTION OF THE MCLEAN COUNTY BOARD
AMENDING THE RESOLUTION SETTING
JURORS' MILEAGE REIMBURSEMENT**

WHEREAS, the mileage reimbursement paid to jurors is presently \$0.325 per mile and has been set at that rate since February 2001; and,

WHEREAS, the Eleventh Judicial Circuit Court, McLean County, and the Jury Commission of McLean County have recommended that the McLean County Board amend the Resolution setting the jurors' mileage reimbursement to provide that jurors shall be reimbursed \$0.38 per mile calculated on the basis of actual mileage from the address of summoning to the Law and Justice Center by using the U.S. Post Office national address database for jurors who are summoned to serve jury duty in McLean County; and,

WHEREAS, in the Fiscal Year 2007 Adopted Budget, funding has been provided to the Jury Commissioners of McLean County to reimburse juror mileage at the adjusted rate; and,

WHEREAS, the Justice Committee approved and recommended that the McLean County Board amend the Resolution setting the jurors' mileage reimbursement to provide that jurors shall be reimbursed \$0.38 per mile calculated on the basis of actual mileage from the address of summoning to the Law and Justice Center by using the U.S. Post Office national address database for jurors who are summoned to serve jury duty in McLean County;

NOW, THEREFORE, BE IT RESOLVED by the McLean County Board as follows:

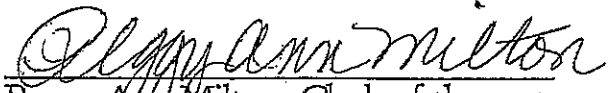
1. That, beginning January 1, 2007, jurors shall be reimbursed \$0.38 per mile calculated on the basis of actual mileage from the address of summoning to the Law and Justice Center by using the U.S. Post Office national address database for jurors who are summoned to serve jury duty in McLean County.
2. That this Resolution shall become effective on the above date, and supersede all prior Resolutions setting jury mileage reimbursements.

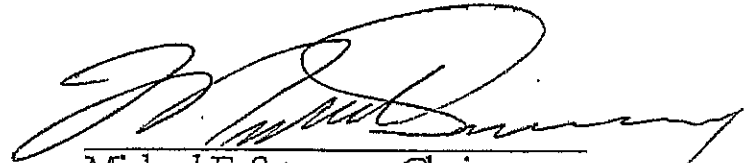
3. That the County Clerk shall provide a certified copy of this Resolution to the Chief Judge of the Eleventh Judicial Circuit Court, the Circuit Court Clerk, the Commissioners of the Jury Commission of McLean County and Jury Coordinator of the Jury Commission of McLean County.

ADOPTED by the McLean County Board this 22nd day of August 2006.

ATTEST:

APPROVED:


Peggy Ann Milton, Clerk of the
McLean County Board, McLean County,
Illinois


Michael F. Sweeney, Chairman
McLean County Board

Members Renner/Dean moved the County Board approve a Request for Approval of a Resolution of the McLean County Board Amending the Resolution Setting Jurors' Mileage Reimbursement – Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AMENDMENT TO AN AMENDMENT TO THE RESOLUTION
ESTABLISHING LAW LIBRARY FEE**

WHEREAS, the County Board of McLean County, Illinois previously enacted a Resolution establishing a County Law Library; and

WHEREAS, to defray the cost of maintaining the County Law Library, the County Board of McLean County established a six dollar (\$6.00) County Law Library Fee in a Resolution dated December 17, 1991; and

WHEREAS, 55 ILCS 5/5-39001 authorizes any county to establish a County Law Library Fee of not to exceed ten dollars (\$10.00); and

WHEREAS, the County Board of McLean County, Illinois, at its regular meeting on September 16, 2003 increased the County Law Library Fee to ten dollars (\$10.00) for a period of three (3) years to reduce the deficit that currently exists in the County Law Library Fund, and,

WHEREAS, the County Board of McLean County, Illinois deems it necessary and appropriate to continue assessing the \$10.00 County Law Library Fee; now, therefore,

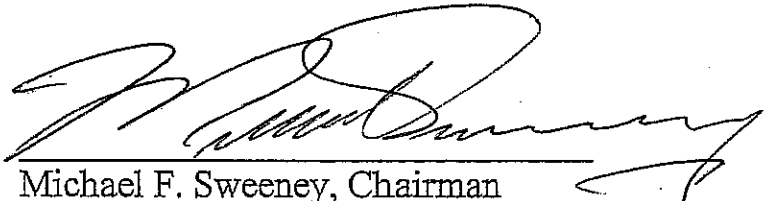
BE IT RESOLVED by the McLean County Board as follows:

1. That there is hereby established a ten dollar (\$10.00) County Law Library Fee which shall be paid at the time of filing the first pleading, paper, or other appearance filed by each party in all civil cases pursuant to statute.
2. That such fee shall be charged and collected by the McLean County Circuit Clerk.
3. That no additional fee shall be required if more than one party is represented in a single pleading, paper, or other appearance.
4. That the filing fee as hereinbefore provided shall be remitted by the McLean County Circuit Clerk monthly to the McLean County Treasurer and shall be retained by the McLean County Treasurer in a special fund designated as the County Law Library Fund with all disbursements made by the McLean County Treasurer on written order of a majority of resident Circuit Judges of the Circuit Court of McLean County.

5. That a copy of this Resolution shall be promptly delivered by the Chairman of the County Board of McLean County to the McLean County Circuit Clerk which shall constitute written notice that the County Board of McLean County has acted in conformance with State statute.
6. That the Amendment to the Resolution Establishing Law Library Fee adopted September 16, 2003 is hereby repealed.

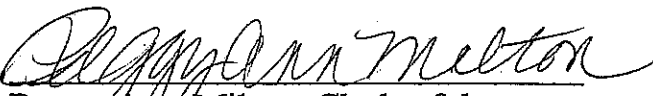
Adopted by the County Board of McLean County, Illinois this 22nd day of August, 2006.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



Peggy Ann Milton, Clerk of the
McLean County Board

Y:\Law Library Fee Resolution Amendment.082206.doc



RONALD C. DOZIER
Circuit Judge
LAW & JUSTICE CENTER
BLOOMINGTON, IL 61701
(309) 888-5215

COUNTIES:
FORD
LIVINGSTON
LOGAN
McLEAN
WOODFORD

CIRCUIT COURT OF ILLINOIS

ELEVENTH JUDICIAL CIRCUIT

McLEAN COUNTY

May 25, 2006

TO: Members of the McLean County Board Justice Committee

RE: Status of the McLean County Law Library

This report is an update on the status of the McLean County Law Library and particularly our efforts to repay the County General Fund for the deficit in the Law Library account. It is also a request that the County Board make permanent the increase in the civil filing fee for the Law Library, which was increased from \$6.00 to \$10.00, effective January 1, 2004, but with a three-year sunset provision. I am including a copy of my July 24, 2003, letter which gives a history of how the Law Library came into significant deficit at the time I became Trustee in December 2001. Also included is a chart which gives a summary of the financial status of the Law Library from 2001 to the end of 2005.

As you can see from the chart, our austerity efforts resulted in stopping the flow of red ink by the end of 2003, but we did not begin to run a surplus and pay off the deficit owed to the County General Fund until the increase in the civil filing fee took effect on January 1, 2004. In just two years of the increased fee, we have managed to cut the deficit by more than 50% and at the current rate we expect to completely erase the deficit in approximately two more years. Nevertheless, for a number of reasons I am requesting that the County Board make the \$10.00 filing fee for civil cases a permanent fee:

1. Expenses continue to go up. Even though we have cut printed material to the bare minimum (only Illinois material and U.S. Supreme Court material are in printed form), the cost of printed material rises each year. Also, though the competition between West Publishing and Lexis Nexis Company has made the electronic law library price very attractive, those prices increase each year as well. In addition, some of our equipment is aging.

Just this month we replaced a worn-out copy machine. I am pleased to report that not only can we charge a fee for each machine copy, but the new copy machine also prints from the computer and permits us to charge for those copies as well, once the network cable is installed. At some time in the future, we will have to upgrade our computer terminals as well.

and permits us to charge for those copies as well, once the network cable is installed. At some time in the future, we will have to upgrade our computer terminals as well.

2. The McLean County Bar Association has concerns about the \$6,000.00 annual fee which they contracted to pay to the Library many years ago. Since that figure was negotiated, the County Law Library has changed drastically, as has the nature of legal research. Most lawyers now have electronic libraries in their own offices, and rarely use the Law Library. But some find it a convenient place for a lawyer to do work if he or she is stranded at the courthouse. A few lawyers, and occasionally members of the public, use the Library more frequently.

The Bar Association would like to see a decrease in that fee, to one similar to what the State's Attorney, Public Defender, and Judiciary now pay for the use of the electronic law library, (\$1,800.00 a year for each office). This does not seem unreasonable to me and is preferable to their withdrawing from the contract, which they have a right to do upon proper notice.

3. Finally, at the time the Law Library filing fee was increased from \$6.00 to \$10.00, \$10.00 was the maximum. Since then, the Legislature has amended the statute and the maximum fee is now \$13.00. I am not requesting that the fee be increased to \$13.00, only that it be made permanent at the \$10.00 level so that our Law Library can get into the black and stay there for the foreseeable future.

Thank you for your consideration of this matter.

Sincerely,



Ronald C. Dozier
Circuit Judge
Law Library Trustee

RCD:dm

SUMMARY REPORT ON FINANCIAL STATUS OF MCLEAN COUNTY LAW LIBRARY
 (all figures rounded off to nearest \$1,000.00)

Year	Revenues	Expenses	Yearly Deficit / Surplus	Total Deficit	Significant Events
2000 *			-26,000.00 *		1st year of <u>big</u> deficits
2001			-30,000.00	-\$63,000	Previous Trustee retired. Judge Dozier became Trustee.
2002	46,000.00	58,000.00	-11,000.00	-\$75,000	Deficit discovered. Reforms instituted. Printed material drastically reduced. Electronic Library began with West Co. in May.
2003 **	46,000	48,000.00	-2,000.00	-\$77,000	Board passes library filing fee increases on civil cases from \$6.00 to \$10.00, effective 1-1-04.
2004 ***	76,000	48,000.00	28,000.00	-\$48,000	Significant surplus due primarily to increased filing fee.
2005 ***	69,000	51,000.00	18,000.00	-\$30,000	Bar Association has not paid their annual \$600.00 contribution. Is proposing to amend contract to \$1,800/yr, same as paid by S.A., P.D., and Judiciary for use of electronic research system (now with Lexis Nexis.)
2006	<i>No information available</i>				\$10.00 filing fee is due to revert back to \$6.00 unless increase is extended by Board.
* Revenues include library filing fees of \$6.00 per case on all civil cases, a \$6,000.00 annual contribution from the McLean County Bar Association, and a small amount of copying fees.					
** Revenues include library filing fees of \$10.00 per case on all civil cases, Bar Ass'n. contribution, copying fees, and \$5,400.00 from contributions of S.A., P.D., and Judiciary (\$1,800.00 each office) for use of electronic library.					
*** Revenues do not include \$6,000.00 Bar Ass'n. contribution (payment under negotiation).					

RONALD C. DOZIER
Circuit Judge
LAW & JUSTICE CENTER
BLOOMINGTON, IL 61701
(309) 888-5215



COUNTIES:
FORD
LIVINGSTON
LOGAN
McLEAN
WOODFORD

CIRCUIT COURT OF ILLINOIS

ELEVENTH JUDICIAL CIRCUIT

McLEAN COUNTY

July 24, 2003

TO: Members of the Finance Committee
McLean County Board

FROM: Judge Ron Dozier, Law Library Trustee

RE: McLean County Law Library

In December, 1987, the McLean County Board established the McLean County Law Library and set a filing fee in all civil cases to finance its operation. In May, 1988, the McLean County Bar Association merged its law library into the County law library, and the Bar agreed to pay the County \$6,000 per year to help support the library. Many, if not most of the McLean County Bar Association's law books were a gift from the estate of the late Robert C. Underwood, former Chief Justice of the Illinois Supreme Court.

Over the next several years, the McLean County Law Library was housed in various locations in downtown Bloomington. At a subsequent time, a fire destroyed most of the books, and there was a substantial insurance settlement. After the replacement of the lost books, there was a large surplus left from the proceeds of the insurance settlement.

The current Act governing County law libraries is found in 55 ILCS 5/5-39 under the Powers and Duties section of County Boards. In counties such as McLean, disbursements from the County Law Library fund shall be on the order of a majority of the Resident Circuit Judges of the County. The tradition in McLean County has been for the Senior Resident Circuit Judge to be the Law Library Trustee. In late 2001, the Senior Resident Circuit Judge retired, and I assumed his duties as Trustee of the McLean County Law Library.

In the late 1990s, Law Library expenditures began to exceed revenues. Apparently surplus insurance funds from the previously mentioned fire insurance settlement were used to cover the deficit, but those funds were soon exhausted. As you can see from the Law Library budget chart prepared by Court Administrator Will Scanlon, the Library had major deficits in 2000 and 2001, resulting in a total deficit of over \$76,000 at the end of 2001.

As soon as I discovered that the Law Library was in a deficit situation, I began working with Chief Judge John Freese and the other judges of McLean County, with the Bar Association, and with the County Auditor to try to bring the deficit under control.

On May 1, 2002, we began a three-year contract with West Publishing Company to develop an on-line electronic library, allowing us to substantially decrease the number of actual law books that we purchase each year, resulting in major savings. We literally gave away thousands of volumes of hardback law

books (there is no market for such books). However, it took some time to cancel existing contracts and to sort through which legal services and publications were essential to the operation of a viable law library, and which were luxuries that could be cut. Thus, while there were substantial savings, it took the better part of 12 months for those savings to be fully realized. Also, on the expenditure side, we made a one-time purchase of two new computers, two workstations, and a printer, all necessary to transition to the electronic law library.

Because the Law Library is supported primarily by the filing fee on civil cases, it must be open to the public, and because we cannot afford a librarian to assist members of the public and lawyers who are not versed in electronic legal research, it has been necessary to maintain a core of hardbound volumes in addition to the electronic law library. At present, we maintain Illinois law plus U.S. Supreme Court law in hardback version.

Current law allows the County Board to set the filing fee on civil cases at anywhere from a minimum of \$2.00 to a maximum of \$10.00 per case. The fee has not been changed since it was raised to \$6.00 in 1991. Although I anticipate the Law Library to break even or run at a slight surplus for the next two or three years, we will not be able to repay the deficit to the County or meet future price increases without an increase in the filing fee at some point. Will Scanlon has checked with the Circuit Clerk, who indicates that each \$1.00 increase in the fee would result in an additional \$5,000-\$6,000 in revenue per year. I believe an increase in the filing fee is justified and would invite discussion with the Board concerning an appropriate fee increase.

Thank you.

RCD:pm

Members Renner/Cavallini moved the County Board approve a Request for Approval of an Amendment to the Resolution Establishing the Law Library Fee – Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AN ORDINANCE BY THE McLEAN COUNTY BOARD
SETTING A \$5.00 FEE TO BE CHARGED BY THE
McLEAN COUNTY CIRCUIT CLERK FOR DRUG COURT**

WHEREAS, The Counties Code 55 ILCS 5/5-1101 allows for additional fees to finance the court system and The Clerks of Courts Act 705 ILCS 105/27.3 provides compensation for the Circuit Clerk; and,

WHEREAS, Public Act 094-0980 amends the Counties Codes by changing Section 5-1101, allowing a county board to enact by ordinance additional fees to finance the court system, and amends The Clerks of Courts Act by adding Section 27.3d, which authorizes the creation of a Circuit Clerk Operation and Administrative Fund to offset costs incurred by the clerk of the circuit court; and,

WHEREAS, Section 5-1101 (f) provides that in each county in which a drug court has been created, the county may adopt a mandatory fee of up to \$5. Assessments collected by the clerk of the circuit court pursuant to this subsection must be deposited into an account specifically for the operation and administration of the drug court. The clerk of the circuit court shall collect the fees established in this subsection and must remit the fees to the drug court, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court; and,

WHEREAS, the County Administrator and the McLean County State's Attorney have carefully reviewed Public Act 094-0890 and have recommended to the Justice Committee that the McLean County Circuit Clerk fees be adjusted in accordance with Public Act 094-0890; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, August 14, 2006, recommended that the fees charged by the McLean County Circuit Clerk be adjusted in accordance with the additional fees for service incorporated in the Ordinance; and, now therefore,

BE IT ORDAINED by the McLean County Board as follows:

That the McLean County Circuit Clerk fees are hereby amended by Section 5-1101 (f) by the addition of a mandatory fee of \$5 to be assessed as provided in the subsection below. Assessments collected by the clerk of the circuit court pursuant to this subsection shall be deposited into a general fund account specifically for the operation and administration of the drug court. The clerk of the circuit court shall collect the fees established in this subsection and shall remit the fees to the drug court, less 5%, which is to be retained as fee income to the office of the clerk of the circuit court. The fee is to be paid and deposited as follows:

- 1.) Each defendant shall pay \$5 on a judgment of guilty or a grant of supervision for a violation of the Illinois Vehicle Code or a violation of a similar provision contained in a county or municipal ordinance committed in the county; and,
- 2.) The McLean County Circuit Clerk shall create a Circuit Clerk Operation and Administrative Fund to be used to defray the costs of collection and disbursement of the drug court fee and offset the costs incurred by the circuit court clerk in performing the additional duties required to collect and disburse funds to entities of State and local government as provided by law. The circuit court clerk shall be the custodian, ex officio, of this Fund and shall use the Fund to perform

the duties required by the office. The Fund shall be audited by an auditor retained by the clerk for the purpose of conducting an annual audit. Expenditures shall be made from the Fund by the circuit court clerk for expenses related to the cost of collection for and disbursement to entities of State and local government; and,

- 3.) The clerk of the circuit court shall deposit the 5% retained under this subsection into the Circuit Court Clerk Operation and Administrative Fund.

BE IT FURTHER ORDAINED, that this Ordinance shall not supersede any other Ordinance enacted by the McLean County Board, which establishes and sets fees to be charged for other services not previously listed and provided by the Circuit Clerk.

The County Clerk shall provide a Certified Copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit, the McLean County Circuit Clerk, the County Administrator and the First Assistant State's Attorney, Civil Division.

This Ordinance shall become effective as of September 1, 2006.

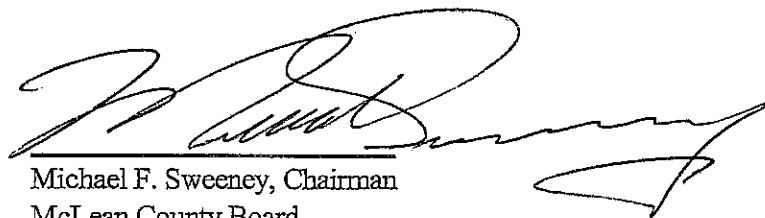
ADOPTED by the McLean County Board this 22nd day of August, 2006.

ATTEST:

APPROVED:



Peggy Ann Milton,
Clerk of the McLean County Board,



Michael F. Sweeney, Chairman
McLean County Board

APPROVED AS TO THE ADDITIONAL CIRCUIT CLERK FEE:



Elizabeth A. Robb, Chief Judge
Eleventh Judicial Circuit
McLean County, Illinois

Members Renner/Owens moved the County Board approve a Request for Approval of an Ordinance by the McLean County Board Setting a \$5.00 Fee to be Charged by the McLean County Circuit Clerk for Drug Court – Circuit Court. Member Renner stated the following: I need to move a slightly amended version of what is currently in your packet. Under Number 1) at the bottom of page 113, the first sentence would stand. It is the next two sentences I need to have read as follows: for a violation of the Illinois Vehicle Code or a violation of a similar provision contained in a County or Municipal ordinance committed in the County. Member Gordon asked Member Renner to repeat the sentence as it should be considered. Member Renner stated that Item 1) as amended should be: Each Defendant shall pay \$5.00 on a judgment of guilty or a grant of supervision for a violation of the Illinois Vehicle Code or a violation of a similar provision contained in a County or Municipal ordinance committed in the County. Member Rackauskas asked if this was not for a felony but just for Vehicle Code violations? Mr. Ruud stated the following: I will try to make a very complicated statute very simple and that is not easy to do. Two Public Acts were passed. One said that counties may enact a fee in the amount of \$10.00, which includes every judgment of guilty and grants of supervision. Then the legislature enacted, and the governor signed, an additional fee in the amount of \$5.00 but you can choose to have this additional \$5.00 fee just on pleas of guilty in criminal cases or just on traffic, Vehicle Code cases. The judges reviewed both of these \$5.00 options and, on page 117, Mr. Scanlon's memo reflects the desire of the judges. They are recommending that the \$5.00 fee be applied to the Vehicle Code cases instead of the criminal cases because there is already a \$10.00 fee that is going to be applied to the criminal cases. The wrong version of the Ordinance made it into the packet but it was basically an error and by making this amendment it satisfies the intent of the Committee and also follows the recommendation of the courts and the judges. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**AN ORDINANCE BY THE McLEAN COUNTY BOARD
SETTING A \$10.00.00 FEE TO BE CHARGED BY THE
McLEAN COUNTY CIRCUIT CLERK FOR DRUG COURT
PURSUANT TO PUBLIC ACT 094-0862**

WHEREAS, The Counties Code 55 ILCS 5/5-1101 allows for additional fees to finance the court system; and,

WHEREAS, Public Act 094-0862 amends Section 5-1101 of the Counties Code allowing a County Board to enact by ordinance additional fees to finance the court system; and,

WHEREAS, Section 5-1101 (d-5) requires a \$10.00 fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the County General Fund and used to finance the County Mental Health Court, the County Drug Court, or both; and,

WHEREAS, the County Administrator and the McLean County State's Attorney have carefully reviewed Public Act 094-0862 and have recommended to the Justice Committee that the McLean County Circuit Clerk fees be adjusted in accordance with Public Act 094-0862; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, August 14, 2006, recommended that the fees charged by the McLean County Circuit Clerk be adjusted in accordance with Public Act 094-0862; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

That the McLean County Circuit Clerk fees are hereby amended by the addition of a \$10.00 fee to be paid by the defendant on a judgment of guilty or a grant of supervision under Section 5-9-1 of the Unified Code of Corrections and placed in the County General Fund and used to finance the County Mental Health Court, the County Drug Court, or both.

BE IT FURTHER ORDAINED that this Ordinance shall not supersede any other Ordinance enacted by the McLean County Board, which establishes and sets fees to be charged for other services not previously listed and provided by the Circuit Clerk.

The County Clerk shall provide a Certified Copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit, the McLean County Circuit Clerk, the County Administrator, and the First Assistant State's Attorney, Civil Division.

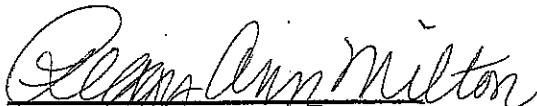
(2)


This Ordinance shall become effective as of September 1, 2006.

ADOPTED by the McLean County Board this 22nd day of August, 2006.


ATTEST:

APPROVED:


Peggy Ann Milton,
Clerk of the McLean County Board


Michael F. Sweeney, Chairman
McLean County Board

APPROVED AS TO THE ADDITIONAL CIRCUIT CLERK FEE:


Elizabeth A. Robb, Chief Judge
Eleventh Judicial Circuit
McLean County, Illinois

OFFICE OF THE CHIEF JUDGE
ELEVENTH JUDICIAL CIRCUIT

Elizabeth A. Robb
Chief Judge

William Scanlon
Trial Court Administrator
Kay Mitchell
Administrative Assistant



Law & Justice Center
104 W. Front Street RM 511
Bloomington, IL 61701
(309) 888-5254
(309) 888-5266 (TCA)
(309) 888-5602 FAX

Counties of:
Ford, Livingston, Logan,
McLean, and Woodford

August 3, 2006

TO: McLean County Justice Committee

FROM: William J. Scanlon *WJS*

RE: Proposal to increase fees on certain offenses for the purpose of funding the McLean County Drug Court – P.A. 94-980 and P.A. 94-862

At the August 2, 2006 meeting of the Circuit Court, the Judges approved a proposal to seek an increase in the following fees for the purpose of funding the McLean County Drug Court:

1. Pursuant to P.A. 94-980, each defendant shall pay an additional \$5.00 on a judgment of guilty or grant of supervision of the Illinois Vehicle Code or similar provision contained in county or municipal ordinance.
2. Pursuant to P.A. 94-862, each defendant shall pay an additional \$10.00 on a judgment of guilty or grant of supervision under Section 5-9-1 of the Unified Code of Corrections.

The Court estimates that annually there are approximately 11,000 violations under the vehicle code, and an additional 2,500 cases which fall under the criminal code. Revenues for both of these increases are estimated at \$72,000 - \$80,000 (annual).

I will be present at the August 14 Justice Committee meeting to discuss this proposal.

Members Renner/Ahart moved the County Board approve a Request for Approval of an Ordinance by the McLean County Board Setting a \$10.00 Fee to be Charged by the McLean County Circuit Clerk for Drug Court – Circuit Court. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

STATE OF ILLINOIS



CONTRACT FOR PURCHASE OF SERVICES

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

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The following pages, including any attachments or amendments, will constitute the binding and enforceable Contract between the Agency/Buyer and the Vendor based upon any negotiations. The Contract is arranged as follows:

1. **DEFINITIONS**
2. **AGENCY/BUYER AND VENDOR CONTACT PAGE:** This section provides for the Agency/Buyer and Vendor to specify contact people for the Contract.
3. **SERVICES REQUIRED FROM THE VENDOR:** The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address.
4. **CONTRACT PRICING:** This section will detail pricing/compensation requirements with at least the following categories of information: (1) Method and Rate of Compensation, (2) Expenses, (3) Payment Terms and Conditions, (4) Discounts, (5) Tax Exemption.
5. **TERMS AND CONDITIONS:** This section contains the State's terms and conditions for this Contract.
6. **AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS:** This section indicates whether or not any supplemental terms and conditions are attached and applicable to this Contract.
7. **STATE FORMS REQUIRED OF THE VENDOR:** This section includes all State Forms that are required to be included in the Contract.
8. **SIGNATURE PAGE: CONTRACT FOR SERVICES:** This section provides for the Agency/Buyer and Vendor to sign and execute the Contract.

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1. DEFINITIONS

Whenever used in this Contract, or amendment, including schedules and exhibits to this Contract, the following terms will have the meanings defined below.

- 1.1 Acceptance:** the point in time when the product or equipment has been fully installed and operates in compliance with the Agency/Buyer's order and the Contract, or the State otherwise indicates acceptance in writing.
- 1.2 Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- 1.3 Agency/Buyer:** the agency, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.
- 1.4 CMS:** the State of Illinois Department of Central Management Services and any successor organizations.
- 1.5 Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.purchase.state.il.us/>.
- 1.6 Contract:** the "Contract for Purchase of Services."
- 1.7 Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential.
- 1.8 Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.
- 1.9 ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.
- 1.10 Order:** any written request from CMS or an Agency/Buyer for services and/or products and/or equipment pursuant to this Contract.
- 1.11 Parties:** the State of Illinois and the Vendor.

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- 1.12 **Performance Guarantee:** the Vendor's commitment to place some or all of its fee at risk contingent upon the Agency/Buyer's satisfaction with the work to be performed.
- 1.13 **State:** the State of Illinois, as represented through any agency, department, board, or commission.
- 1.14 **Third Party:** any entity other than the Agency/Buyer, Vendor(s), or any of their respective Affiliates.

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2. AGENCY/BUYER AND VENDOR CONTACT PAGE

VENDOR		AGENCY/BUYER	
Name:	MCLEAN COUNTY STATE'S ATTORNEY	Name:	<u>DEPARTMENT OF CHILDREN AND FAMILY SERVICES</u>
Title:	LAW FIRM	Title:	_____
Date:	07/01/06 – 06/30/07	Date:	_____
Address:	104 W FRONT ST BLOOMINGTON, IL 61701- 5005	Address:	<u>406 E MONROE ST</u> <u>SPRINGFIELD, IL</u> <u>62701</u>
Phone:	309-888-5400	Phone:	<u>217/785-3930</u>
TDD:	<u>309-888-5431</u>	TDD:	_____
Fax:	<u>309-888-5429</u>	Fax:	<u>217/782-3796</u>
E-mail:	<u>William.yoder@mclean countyil.gov</u>	E-mail:	_____

(fill out below fields if additional contact information is necessary)

Name:	<u>Michelle Brooks</u>	Name:	_____
Title:	<u>Assistant Status Attorney</u>	Title:	_____
Date:	<u>7/10/06 – 6/30/07</u>	Date:	_____
Address:	<u>104 West Front Street</u> <u>Room 605</u> <u>Bloomington IL 61701</u>	Address:	_____ _____ _____
Phone:	<u>309-888-5700</u>	Phone:	_____
TDD:	_____	TDD:	_____
Fax:	<u>309-888-5429</u>	Fax:	_____
E-mail:	<u>michelle.brooks@mclean countyil.gov</u>	E-mail:	_____

3. SERVICES REQUIRED FROM THE VENDOR

The Agency/Buyer will detail the specific requirements and needs for which the Contract is to address. This section will include the Agency/Buyer's needs, goals and requirements as well as any other specifications. This information will constitute the terms of the Contract.

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- 3.1. Need For Services**
[Agency/Buyer to fill in statement of needs]
SEE ATTACHED PROGRAM PLAN, DCFS EXHIBIT 1
- 3.2. Goals and Objectives**
[Agency/Buyer to fill in goals and objectives of contract]
- 3.3. Services Required**
[Agency/Buyer to fill in specifications and requirements for contracting needs]
[Should include: quantities; quality control; order and delivery schedule; and other contracting specifications]
- 3.4. Milestones and Deliverables**
[Agency/Buyer to fill in any Milestones and/or Deliverable Specifications]
- 3.5. Reporting, Status and Monitoring Specifications**
[Agency/Buyer response]
- 3.6. Staffing Specifications**
[Key personnel]
- 3.7. Where Services are to be Performed**
Work Location Disclosure: Services will be performed at the following locations with the estimated value of the services shown:
- If any of the work identified for performance in the United States is moved to another country, such action may be deemed a breach of the contract.
- 3.8. Other Specifications**
[Agency/Buyer response: Possible criteria could be "Time Repair, Service and Maintenance Specifications" and "Quality Assurance and Performance Monitoring Specifications."]
SEE ATTACHED ADDENDUM, DCFS EXHIBIT H
- 3.9. Term of Contract**
[Agency/Buyer response to include beginning and end date of initial term, renewal terms, and early termination terms.]
07/01/06-06/30/07

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4. CONTRACT PRICING

4.1. Method and Rate of Compensation: Vendors shall be compensated by the following method:

4.1.1 hourly;

4.1.2 daily;

4.1.3 project;

4.1.4 item; or

4.1.5 other method, \$3,750.00 MONTHLY
and shall be paid at one of the following rates:

4.1.5.1 Firm Price _____

4.1.5.2 Not-to-exceed _____

4.1.5.3 Estimated Price __\$45,000.00__

4.1.5.4 Other [*please specify*] _____

4.2. Expenses: This contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

4.3. Payment Terms and Conditions (including when paid, frequency and retainage): Payment will be made after completion of the Contract unless otherwise specified below.

4.4. Discounts: ____% discount for payment within ____ days of delivery.

4.5. Tax Exemption: The ordering Agency/Buyer's Illinois tax exemption number is _____. Federal tax exemption information is available upon request to the ordering Agency/Buyer.

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5. TERMS AND CONDITIONS

This section contains the State's standard terms and conditions for all contracts. These terms and conditions will govern this contractual relationship and the Vendor is bound by them and is responsible for reading and understanding them. The State reserves the right to amend these terms and conditions when and where needed and to supplement them with any appropriate addendum, as noted herein.

5.1 BILLING AND PAYMENT

5.1.1 BILLING: The Agency/Buyer's billing practices are set out as follows and Vendor is presumed to have read and understands the following procedures:

5.1.1.1 Vendor shall submit invoices to the address, on the schedule and with the detail required by the ordering Agency/Buyer. Invoices for equipment and/or supplies purchased and/or services performed and expenses incurred prior to July 1st must be presented to the Agency/Buyer no later than July 31; otherwise Vendor may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this Contract or order.

5.1.1.2 Vendor shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.

5.1.1.3 By submitting an invoice Vendor certifies that the equipment, supplies and/or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract.

5.1.2 PAYMENT:

5.1.2.1 Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

5.1.2.2 The Agency/Buyer shall not be liable to pay for any equipment and/or supplies provided and/or services rendered, including related expenses subject of this Contract incurred prior to the beginning of the term of this Contract. Any Contract or order labeled "subject to financing" or words to similar effect is subject to the Agency/Buyer obtaining suitable financing.

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- 5.1.2.3 The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the Agency/Buyer that all requirements under this Contract have been completed; such determination shall not be unreasonably withheld. The final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this Contract.
- 5.1.2.4 Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).
- 5.1.2.5 As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request (**30 ILCS 500/25-60(b)**). We have the authority to request certified payrolls. Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (**820 ILCS 130/4(a)**).
- 5.1.3 DELAY OF PAYMENT DUE TO VENDOR FAILURE:** If the Agency/Buyer in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Agency/Buyer may withhold that portion of the Vendor's compensation, which represents payment for service or product that was not performed or delivered.
- 5.1.4 SET-OFF AGAINST SUMS OWED TO THE VENDOR:** The State may set off any sum owed to the Vendor on account of any debt owed to the State, unless otherwise required by law, in accordance with the State Comptroller Act (**15 ILCS 405**). The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.
- 5.1.5 AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** Agency/Buyer shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the Agency/Buyer's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted the Agency/Buyer by the Illinois General Assembly or the federal funding source, to allow the Agency/Buyer to operate as required and to fulfill its obligations under the Contract; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for

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any reason. Agency/Buyer shall give Vendor notice of insufficient funding as soon as practicable. Vendor's obligation to perform shall cease upon receipt of the notice.

5.2 VENDOR PERFORMANCE AND RESPONSIBILITIES

5.2.1 CONSULTATION: Vendor shall keep the Agency/Buyer fully informed as to the progress of matters covered by this Contract. Where time permits and Vendor is not otherwise prohibited from so doing, Vendor shall offer the Agency/Buyer the opportunity to review relevant documents prior to filing with any public body or adversarial party.

5.2.2 PERFORMANCE REVIEWS:

5.2.2.1 The State or Agency/Buyer may conduct a performance review of the Vendor's performance under the Contract. The Vendor shall cooperate with the State or Agency/Buyer in this review, which may require that the Vendor provide records of its performance and billing. Vendor shall provide any required information within 30 days of the Agency/Buyer's request. This performance review may be used by any State agency in determining whether to enter into other contractual relationships with the Vendor.

5.2.2.2 Vendor shall have and maintain, during the term of this contract, internal procedures and processes to monitor performance to ensure full compliance with the contract. Vendor shall disclose such procedures and processes to the State upon request.

5.2.2.3 At the direction of the State, Vendor and State shall work together to develop a performance scorecard to record relevant facts related to performance as well as establishing conditions, milestones, requirements or timetables that must be met before additional steps may be taken or payment is due.

5.2.3 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Agency/Buyer, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for

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the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. If only state funds are involved, three years is sufficient.

5.2.4 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.

5.2.5 RESPONSIBILITY FOR AGENTS AND EMPLOYEES: Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor's duties under this Contract. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the Agency/Buyer determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.

5.2.6 ASSIGNMENT AND DELEGATION:

5.2.6.1 This Contract may not be assigned, transferred or conveyed in whole or in part by the Vendor without the prior written consent of the State. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.

5.2.6.2 After notice, the Agency/Buyer may transfer the Contract or payment responsibility to another State Agency, or assign the Contract to a third-party for financing purposes.

5.2.7 USE OF THIRD PARTIES:

5.2.7.1 The Agency/Buyer acknowledges that the Vendor may contract with third parties for the performance of any of the Vendor's obligations under this Contract. However, all subcontracts shall be subject to prior approval by the Agency/Buyer, so the Vendor must obtain the Agency/Buyer's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

5.2.7.2 A Vendor who obtains the Agency/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer for

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review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

5.2.7.3 Vendor shall identify in an addendum to this Contract, the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

5.2.7.4 If Vendor is unable to secure or maintain key personnel named in the Contract to render the services, Vendor shall not be relieved of its obligations to complete performance. Agency/Buyer shall have the option to accept a substitute or to terminate the Contract.

5.2.8 **LICENSE:** Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Agency/Buyer, Vendor may meet the license requirement through a subcontractor.

5.2.9 **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the Agency/Buyer during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Agency/Buyer's director if Vendor solicits or intends to solicit for employment any of the Agency/Buyer's employees during the term of this Contract. Agency/Buyer has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

5.2.10 **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

5.2.11 **TAX COMPLIANCE:** Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

5.2.12 **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Vendor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

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5.2.13 ANTITRUST ASSIGNMENT: Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Contract.

5.3 CONFIDENTIALITY AND WORK PRODUCT

5.3.1 CONFIDENTIALITY: Vendor's employees, agents and subcontractors may have access to confidential data maintained by the Agency/Buyer to the extent necessary to carry out its responsibilities under the Contract. As such, the following applies unless agreed to otherwise in writing:

5.3.1.1 Vendor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Agency/Buyer;

5.3.1.2 Vendor shall provide to the Agency/Buyer a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

5.3.1.3 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract;

5.3.1.4 Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract;

5.3.1.5 The private or confidential data shall remain the property of the Agency/Buyer at all times.

5.3.2 CONFIDENTIAL INFORMATION MAY NOT BE DISSEMINATED: No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Agency/Buyer, either during the period of the Contract or thereafter. Any data supplied to or created by the Vendor shall be considered the property of the Agency/Buyer. The Vendor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Agency/Buyer.

5.3.3 SUBPOENA: In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify the Agency/Buyer and cooperate with the Agency/Buyer in any lawful effort to protect the confidential information.

5.3.4 REPORTING UNAUTHORIZED DISCLOSURES: The Vendor shall immediately report to the Agency/Buyer any unauthorized disclosure of confidential information.

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5.3.5 USE OF WORK PRODUCT: Unless otherwise agreed in writing, the following applies regarding work product created or produced under this Contract:

5.3.5.1 Work product produced under this Contract, including, but not limited to, documents, reports, information, documentation of any sort and ideas, whether preliminary or final, shall become and remain the property of the State and/or Agency/Buyer, including any patent, copyright or other intellectual property rights;

5.3.5.2 With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

5.3.5.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;

5.3.5.4 Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

5.3.5.5 Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

5.3.5.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and

5.3.5.7 Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

5.3.6 SURVIVES TERMINATION: Vendor's obligations regarding Confidential Information and Work Product Usage under this Contract shall survive termination of this Contract.

5.4 INDEMNIFICATION AND LIABILITY

5.4.1 BY THE VENDOR: The Vendor agrees to indemnify and hold harmless the State of Illinois and the Agency/Buyer, its officers, employees and agents (appointed and elected) and volunteers from any and all costs,

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expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois or the Agency/Buyer, related to or arising from:

- 5.4.1.1 Any breach of this Contract;
 - 5.4.1.2 Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;
 - 5.4.1.3 The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;
 - 5.4.1.4 Any failure by the Vendor to fulfill the Compliance with the Law provision of this Contract;
 - 5.4.1.5 Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Illinois;
 - 5.4.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
 - 5.4.1.7 Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.
- 5.4.2 **SURVIVES TERMINATION:** Indemnification obligation of the parties shall survive termination of this Contract.
- 5.4.3 **LIABILITY:** Vendor agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Vendor, its employees, agents, or subcontractors in the performance of the Contract. Vendor shall assume risk of loss until delivery to the Agency/Buyer's facility. Vendor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery. Neither party shall be liable for incidental, special or consequential damages.
- 5.4.4 **LEGISLATIVE CHANGES:** The Vendor herein expressly acknowledges that the Contract and its subject matter are subject to legislative change by either the federal or state government. Should either legislative body

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enact measures which alter the terms or subject matter of this Contract, the Vendor shall not hold the Agency/Buyer liable in any manner for the resulting changes. The Agency/Buyer shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Agency/Buyer's right to terminate the Contract pursuant to the termination provisions.

5.4.5 JOINT AND SEVERAL LIABILITY: If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

5.5 WARRANTIES

5.5.1 CONSTRUCTION OF WARRANTIES EXPRESSED IN THE CONTRACT WITH WARRANTIES IMPLIED BY LAW: All warranties made by the Vendor in all provisions of this Contract, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Agency/Buyer, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

5.5.2 CONCEPTS, MATERIALS AND WORKS PRODUCED: Vendor represents and warrants that all the concepts, materials and works produced, or provided to the Agency/Buyer pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials and works and the Agency/Buyer's use of same and the exercise by the Agency/Buyer of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, works and

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methodologies used in connection with providing the services contemplated by this Contract

- 5.5.3 TO BE PROVIDED IN A PROFESSIONAL MANNER:** Vendor warrants that all services will be performed in a good and professional manner and that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.
- 5.5.4 CONFORMITY WITH CONTRACTUAL REQUIREMENTS:** The Vendor represents and warrants that the goods or services will appear and operate in conformance with the terms and conditions of this Contract.
- 5.5.5 AUTHORITY TO ENTER INTO CONTRACT:** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Agency/Buyer.
- 5.5.6 OBLIGATIONS OWED TO THIRD PARTIES:** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the Agency/Buyer will not have any obligations with respect thereto.
- 5.5.7 TITLE TO PROPERTY AND EQUIPMENT:** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the Agency/Buyer is good and that transfer of title or license to the Agency/Buyer is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Vendor further warrants that it has title to, or the right to allow the State to use, the equipment, supplies and/or services being provided and that the State may use same without suit, trouble or hindrance from Vendor or third parties.
- 5.5.8 EQUIPMENT AND SUPPLIES QUALITY:** Unless otherwise agreed, Vendor warrants that all equipment and/or supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications.
- 5.5.9 INDUSTRY STANDARDS:** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the relevant industry in the performance of this Contract.
- 5.5.10 TECHNOLOGY UPDATES:** The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.
- 5.5.11 SOLICITATION:** The Vendor warrants that no person or selling Agency/Buyer has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission,

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percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

5.6 INSURANCE

5.6.1 INSURANCE: Vendor shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage (for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence) Vendor must inform the Agency/Buyer and seek written permission for lesser coverage. Vendor shall carry Worker's Compensation Insurance in amount required by law. Upon request, Vendor shall provide and maintain any bond required by law or the Agency/Buyer. Vendor shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.

5.7 VENDOR STATUS AND QUALIFICATIONS

5.7.1 BACKGROUND CHECK: The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

5.7.2 LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

5.7.2.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.

5.7.2.2 Vendor is not in default on an educational loan (**5 ILCS 385/3**).

5.7.2.3 Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).

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- 5.7.2.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.
- 5.7.2.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.
- 5.7.2.6 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.
- 5.7.2.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- 5.7.2.8 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the contract being declared void.
- 5.7.2.9 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. **(30 ILCS 500/50-14)**
- 5.7.2.10 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.

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- 5.7.2.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
 - 5.7.2.12 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
 - 5.7.2.13 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).
 - 5.7.2.14 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).
 - 5.7.2.15 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).
 - 5.7.2.16 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
 - 5.7.2.17 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).
 - 5.7.2.18 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).
 - 5.7.2.19 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 (PA 94-0264).
- 5.7.3 **CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential

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conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/18.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- 5.7.3.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- 5.7.3.2 the contract is with a firm, partnership, association or corporation in which a person referenced in item 5.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.00**).
- 5.7.3.3 the contract is with a firm, partnership, association or corporation in which a person referenced in item 5.7.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.
- 5.7.4 **INDEPENDENT CONTRACTOR:** The Vendor shall be an independent contractor. Equipment and/or supplies provided and/or services performed pursuant to this Contract are not rendered as an employee of the Agency/Buyer or of the State of Illinois. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee.
- 5.7.5 **NOT A JOINT VENTURE:** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically

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provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

- 5.7.6 NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Agency/Buyer does not unlawfully discriminate in employment, contracts, or any other activity.

5.8 TERMINATION OF CONTRACT

- 5.8.1 TERMINATION FOR CAUSE WITHOUT ADVANCE NOTICE:** The Agency/Buyer may terminate this Contract for any of the following reasons effective immediately without advance notice:

5.8.1.1 In the event the Vendor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

5.8.1.2 The Agency/Buyer determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;

5.8.1.3 The Vendor fails to comply with confidentiality laws or provisions;

5.8.1.4 The Vendor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

- 5.8.2 TERMINATION FOR CAUSE WITH NOTICE:** The occurrence of or any one or more of the following events shall constitute cause for the Agency/Buyer to declare the Vendor in default of its obligations under this Contract:

5.8.2.1 The Vendor fails to perform, to the Agency/Buyer's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;

5.8.2.2 The Agency/Buyer determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

5.8.2.3 The Vendor fails to make substantial and timely progress toward performance of the Contract;

5.8.2.4 The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including

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- bankruptcy laws; the Vendor terminates or suspends its business; or the Agency/Buyer reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- 5.8.2.5 The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
- 5.8.2.6 The Vendor has engaged in conduct that has or may expose the Agency/Buyer to liability, as determined in the Agency/Buyer's sole discretion; or
- 5.8.2.7 The Vendor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.
- 5.8.2.8 If there is a default event caused by the Vendor, the Agency/Buyer shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Agency/Buyer's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Agency/Buyer may either: (a) immediately terminate the Contract without additional written notice; or, (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 5.8.3 TERMINATION FOR CONVENIENCE UPON NOTICE:** Following **fifteen (15)** days written notice, the Agency/Buyer may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Agency/Buyer up to and including the date of termination.
- 5.8.4 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW:** The Agency/Buyer shall have the right to terminate this Contract without penalty by giving written notice to the Vendor as a result of any of the following:
- 5.8.4.1 Adequate funds are not appropriated or granted to allow the Agency/Buyer to operate as required and to fulfill its obligations under this Contract;
- 5.8.4.2 Funds are de-appropriated or not allocated or if funds needed by the Agency/Buyer, at the Agency/Buyer's sole discretion, are insufficient for any reason;
- 5.8.4.3 The Agency/Buyer's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Agency/Buyer;
- 5.8.4.4 The Agency/Buyer's duties are substantially modified.

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5.8.5 VENDOR'S REMEDIES IN EVENT OF TERMINATION BY AGENCY/BUYER: In the event of termination of this Contract for any reason by the Agency/Buyer, the Agency/Buyer shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and for which the Agency/Buyer is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Agency/Buyer under this Contract in the event of termination. However, the Agency/Buyer shall not be liable for any of the following costs:

- 5.8.5.1 The payment of unemployment compensation to the Vendor's employees;
- 5.8.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 5.8.5.3 Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 5.8.5.4 Any taxes that may be owed by the Vendor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.8.6 VENDOR'S TERMINATION DUTIES: The Vendor, upon receipt of notice of termination or upon request of the Agency/Buyer, shall:

- 5.8.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Agency/Buyer may require;
- 5.8.6.2 Immediately cease using and return to the Agency/Buyer any personal property or materials, whether tangible or intangible, provided by the Agency/Buyer to the Vendor;
- 5.8.6.3 Comply with the Agency/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 5.8.6.4 Cooperate in good faith with the Agency/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and

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5.8.6.5 Immediately return to the Agency/Buyer any payments made by the Agency/Buyer for services that were not rendered by the Vendor.

5.9 GENERAL PROVISIONS

5.9.1 TERM AND RENEWALS: The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to **30 ILCS 500/20-60** or other applicable statutes. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the Contract is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.

5.9.2 NON-EXCLUSIVE RIGHTS: This Contract is not exclusive. The Agency/Buyer reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

5.9.3 APPLICABLE LAW: The terms and conditions of this Contract, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.

5.9.4 ENTIRE CONTRACT: This Contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

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- 5.9.5 CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.
- 5.9.6 AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- 5.9.7 THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Agency/Buyer and the Vendor.
- 5.9.8 HEADINGS OR CAPTIONS:** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 5.9.9 SUPERSEDES FORMER CONTRACT AGREEMENTS:** This Contract supersedes all prior Contracts or Agreements between the Agency/Buyer and the Vendor for the services provided in connection with this Contract.
- 5.9.10 WAIVER:** Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency/Buyer and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 5.9.11 NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth in Section 1 of the Contract, "Agency/Buyer and Vendor Contact Page." Notices by fax must show the date/time of successful receipt. Each such notice shall be deemed to have been provided: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 5.9.12 CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

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- 5.9.13 SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- 5.9.14 TIME IS OF THE ESSENCE:** Time is of the essence with respect to the performance of the terms of this Contract.
- 5.9.15 AUTHORIZATION:** Each party to this Contract represents and warrants to the other parties that: (a) it has the right, power and authority to enter into and perform its Obligations under this Contract; and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 5.9.16 SUCCESSORS IN INTEREST:** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 5.9.17 OBLIGATIONS BEYOND CONTRACT TERM:** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Agency/Buyer and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- 5.9.18 COUNTERPARTS:** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 5.9.19 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 5.9.20 ADDITIONAL PROVISIONS:** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

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6. AGENCY/BUYER SUPPLEMENTAL TERMS AND CONDITIONS

[Agency/Buyer to fill in any Supplemental Terms and Conditions or Agency-specific definitions]

SEE ATTACHED

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7. STATE FORMS REQUIRED OF THE VENDOR

This section serves as a placeholder for any State Forms completed that need to be included in the Contract (if necessary). It is important to note that this section does not serve as an opportunity for Vendors to insert their own certifications.

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8. SIGNATURE PAGE: CONTRACT FOR PURCHASE OF SERVICES

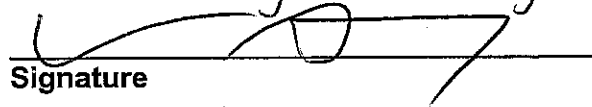
This contract ("Contract") is made and entered into as of the 1st day of July, 2006, by and between the State of Illinois, a body politic ("State") by and through its agency and/or buyer, DEPARTMENT OF CHILDREN AND FAMILY SERVICES ("Agency" "Buyer" or "Agency/Buyer") and MCLEAN COUNTY STATE'S ATTORNERY (or "Vendor").

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and to the terms set forth herein.

In Witness whereof, Agency/Buyer and Vendor have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below:

Vendor (Company Name and D/B/A):

McLean County State's Attorney's Office


Signature

William A. Yoder
Printed Name

Title: State's Attorney Date: 8/16/06

Agency/Buyer (Name):

Signature

Printed Name

Title: _____ Date: _____

Dept of Central Management Services
(if applicable)

Signature

Printed Name

Title: _____ Date: _____

BY: _____

Signature:

Title: _____ Date: _____

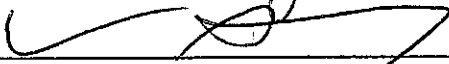
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Attachment A
Qualification Form

The undersigned authorized representative of Vendor submits the following and hereafter attached Qualification Information to the AGENCY with the understanding that the AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Offer to the Agency/Buyer.

VENDOR (Official Name and D/B/A)

McLean County State's Attorney's Office	
	8-16-06
Signature	Date
William A. Yoder	State's Attorney
Printed Name	Title
104 West Front Street, Room 605	
Address	
Bloomington IL	61701
City/State	Zip Code
309-888-5402	309-888-5429
Telephone	Facsimile
William.yoder@mcleancountyil.gov	
E-mail	

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Attachment B
Business and Directory Information

(a)	Name of Business (Official Name and D/B/A) <i>McLean County State's Attorney's Office</i>
(b)	Business Headquarters (include Address, Telephone and Facsimile) <i>104 West Front Street, Room 605, Bloomington IL 61701</i> PH 309-888-5402 FAX 309-888-5429
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent <i>—</i>
(d)	Billing Address <i>104 West Front Street, Room 605, Bloomington IL 61701</i>
(e)	Name of Chief Executive Officer <i>William A. Yoder</i>
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail) <i>William A. Yoder, State's Attorney, 104 W. Front, #605, Bloomington IL 61701</i> 309-888-5402 (phone); 309-888-5429 (fax); william.yoder@mcleancountyil.gov
(g)	Company Web Site <i>www.mcleancountyil.gov</i>
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below) <i>Government Agency</i>
(i)	Length of Time in Business <i>na</i>
(j)	Annual Sales (for most recently completed Fiscal Year) <i>na</i>
(k)	Number of Full-Time Employees (average from most recent Fiscal Year) <i>47</i>
(l)	Type of and description of business <i>Represent the People of Illinois in prosecution of crimes</i>
(m)	State of incorporation, state of formation or state of organization <i>na</i>
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP <i>na</i>
(o)	Identify the Vendor's accounting firm <i>Clifton Gunderson Agency</i>
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State. <i>na</i>

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment C

Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If the Agency cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): _____

NIA - Government Agency

DHR Public Contracts Number: _____

_____(check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

Date of Expiration: _____

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)).

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.

IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.

Bidder/Vendor may obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet:** Download the form from the internet at http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

STATE OF ILLINOIS
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Attachment D

Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 57511) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

Name of Company (and D/B/A):

N/A - Government Agency

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____

If "Yes" check each that applies:

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency:

Department of Central Management Services _____

Women's Business Development Center _____

Chicago Minority Business Development Council _____

Illinois Department of Transportation _____

Other (please identify): _____

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes _____ (attach copy) No _____

If "No," will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes _____ No _____

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Offer, and the names of the BEP certified vendors you plan to use.

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CONTRACT FOR PURCHASE OF SERVICES

Attachment E
Conflicts of Interest Disclosures

Instructions. The Illinois Procurement Code requires that Vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (30 ILCS 500/50-13 and 50-35 (a)(b)(h)).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3, and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. In addition, you must complete Sections 2, 3, and 4 for contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the Vendor (or its parent). However, that person must have verified the information with each affected individual.

Vendor Information

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor:	<i>McLean County State's Attorney's Office</i>
D/B/A (if used):	<i>na</i>
Name of any Parent Organization:	<i>na</i>
Address:	<i>104 West Front Street, Rm. 605, Bloomington IL 61701</i>
Contact Person:	Name: <i>William A. Yoder</i>
	Title: <i>State's Attorney</i>
	Address: <i>104 West Front Street, Rm 605, Bloomington IL 61701</i>
	Telephone/Fax: <i>309-888-5402 / 309-888-5429</i>

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Section 1: Section 50-13 Conflicts of Interest

(a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [**\$90,414.60**], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (**\$150,691.00**), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [**\$301,382.00**], to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(i) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(ii) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.

(iii) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

(iv) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(v) Licensed professionals. Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

 No Conflicts Of Interest

 Potential Conflict of Interest (*If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.*)

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Section 2: Disclosure of Financial Interest in the Vendor

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection (a) below. Publicly traded corporations may complete subsection (b) and privately held corporations with more than 400 shareholders may complete subsection (c) in lieu of completing subsection (a).

(a) General disclosure. For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank , skip Section 3, but complete Section 4.

Ownership exceeding 5% ()
Ownership value exceeding \$90,414.60 ()
Distributive Income Share exceeding 5% ()
Distributive Income Share exceeding \$90,414.60 ()

Name: _____
Address: _____

For each individual identified above, show the dollar value of the ownership interest: \$ _____ or the proportionate share of the ownership interest: _____% and the type of ownership/distributable income share:

Sole Proprietorship _____
Stock _____
Partnership _____
Other (explain) _____

**For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:*

1% _____
1 up to 2% _____
2 up to 3% _____
3 up to 4% _____
4 up to 5% _____
and in additional 1% increments as appropriate _____%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less _____
>0.5 to 1.0% _____
>1.0 to 1.5% _____
and as appropriate in additional 0.5 increments _____%

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

(b) Publicly traded corporations subject to SEC reporting requirements. These Vendors may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(c) Privately held corporations with more than 400 shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

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Section 3: Disclosure of Potential Conflicts of Interest

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4. Yes ____ No ____
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ____ No ____
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ____ No ____
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____ No ____
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____ No ____
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____

Explanation of potential conflicts of interest:

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Section 4: Current and Pending Contracts and Offers (bids and proposals)

(a) VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

IL Dept. of Healthcare and Family Services, Agreement No. 2006-55-013 (Child Support)
IL Criminal Justice Information Authority, Contract no. 603170 (Domestic violence)
IL Criminal Justice Information Authority, Contract no. 204236 (Crime victim assistance services)

(b) VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment F
Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): McLean County State's Attorney's Office

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number 37-6001569

Legal Status (check one):

____ Individual

Governmental

____ Sole Proprietorship

____ Nonresident alien

____ Partnership/Legal Corporation

____ Estate or Trust

____ Tax-exempt

____ Pharmacy (non-corporate)

____ Corporation providing or
billing medical and /or
health care services

____ Pharmacy/Funeral Home/Cemetery (Corp.)

____ Corporation NOT providing
or billing medical and / or
health care services

____ Other _____

STATE OF ILLINOIS
CONTRACT FOR PURCHASE OF SERVICES

Attachment G
Information Regarding Terminations, Litigation and Debarment

The Agency/Buyer requests that the Vendor provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination. *None*
2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor. *None*
3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity. *None*
4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid Offer or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid Offer, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency. *None*
5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances. *None*

STATE OF ILLINOIS
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
CONTRACT FOR PURCHASE OF SERVICES
ADDENDUM

The following clauses are added to the State of Illinois - Contract For Purchases of Services with the Illinois Department of Children and Family Services, hereinafter referred to as the "Department" and are hereby incorporated into this contract with the signatures of the service vendor and duly authorized representatives of the Department.

1. The Contractor agrees to deliver services to the Department as stipulated in the attached "Description of Services " or "Program Plan."
2. The Contractor Fiscal Year is from 7/01/06 to 6/30/07.
3. The Department shall process vouchers for payment within 60 days of verification, except in the lapse period beginning July 1 at which time the Department shall make reasonable efforts to process vouchers for payment within 30 days of voucher verification.
4. The Contractor agrees that the Department reserves the right to correct any mathematical or computational error(s) in the payment subtotals or total contract obligation.
5. All services delivered by the Contractor shall comply with all Department rules, regulations, procedures, and protocols. Policy guides are hereby incorporated by reference and made a part of this contract. In the event of a conflict between a provision or provisions of the Contract and the Description of Services or Program Plan, the provisions of the Contract apply, unless specifically agreed by the parties in an attached addendum.
6. The Contractor agrees to notify the Department in writing within ten (10) days of service of summons on Contractor of an action against Contractor for any and all liability, loss, damage, cost or expenses including attorneys' fees, arising from the acts or omissions of the contractor and/or its employees and/or its subcontractors relating to services delivered by Contractor to the Department.
7. Department Rule 401.270 requires the Contractor to maintain general and financial, personnel and licensing records available for inspection by authorized persons from the Department for at least five (5) years due to federal claiming regulations (45 CFS 92.42).
8. The Contractor shall assist the Department in its functions of reviewing financial and programmatic records and monitoring and evaluating performances under this Contract. Except in emergency situations, the Department will attempt to notify the Contractor at least five (5) days prior to a review of Financial and Programmatic records relating to this Contract. The Contractor shall allow Department employees, federal officials authorized by the Director, and other qualified persons, total access to all financial and programmatic records relating to this Contract.
9. The Contractor's books of accounts shall be kept in accordance with the standards of Accounting and Financial Reporting for Voluntary Health and Welfare Organizations, or other methods which are consistent with generally accepted accounting principles.
10. The Contractor shall keep true and accurate financial records reflecting all financial transactions pursuant to this Contract.
11. The Contractor shall maintain time and attendance records for all staff whose salaries are funded in whole or in part pursuant to this Contract and consistent with generally accepted business practices.
12. The Contractor certifies that it is in good standing as a business entity and is able to do business with the State of Illinois because of this good standing.
13. **Office of the Inspector General**
 1. The Office of the Inspector General (OIG) of the Department has the authority to impound and have access to records and facilities without advance notice. The Contractor further agrees that, for the purposes of this section, documents and records include all computer, electronic and digital data.
 2. In cooperation with the OIG, the Contractor agrees to the following:

- a) To fully comply with requests or Notices of Impounding by the OIG for the production of documents and records.
 - b) To refrain from removing, altering or tampering with documents requested or impounded by the OIG or that are the subject of a pending OIG investigation.
 - c) To maintain any records identified by the OIG in a manner to prevent tampering, altering or removal by employees.
 - d) To allow and encourage employees to speak to the OIG regarding pending investigations.
14. The Contractor certifies that it is in compliance with the Pro-Children Act of 1994, (Public Law 103-227). The Contractor prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18 years of age which services are supported by Federal or State government assistance (except portions of the facilities which are used for inpatient substance abuse treatment).
 15. The Contractor certifies that it will create and adopt a Conflict of Interest Policy that reflect the specifications outlined in Department Rule 437, Conflict of Interest.
 16. No funds received under this Contract shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.
 17. The contractor certifies that a criminal history check via fingerprints of persons age 18 and over, a check of the Child Abuse and Neglect Tracking System and other state child protection systems, as appropriate, and a check of the Illinois Sex Offender Registry have been conducted for each employee, operator, others in family home, individual used to replace or supplement staff, service provider for the Department who has access to children, work study student, contractual staff, volunteers and parents, all as set forth in Department rules, regulations, procedures, and protocols. The contractor further acknowledges that the Department may declare the contract void if this certification is false.
 18. Each party reserves the right to terminate this Contract at any time for any reason, upon 30 days written notice to the other party.
 19. Termination of this contract shall be effective upon the date notice is made. Notice of contract termination shall be made via CERTIFIED MAIL.

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
OF THE STATE OF ILLINOIS
AND
MCLEAN COUNTY, ILLINOIS**

The Department of Children and Family Services of the State of Illinois ("DCFS") and McLean County, Illinois ("County"), a political subdivision of the State of Illinois, hereby enter into this Intergovernmental Agreement ("this Agreement"), each agreeing as follows:

A. SERVICES

1. The County shall hire and provide to DCFS an Assistant State's Attorney whose services shall be dedicated exclusively to the needs associated with child abuse matters arising in McLean County. Such services shall be varied and include, but not be limited to, the following:
 - a. The prosecution of cases related to child abuse and all such usual and customary duties associated with or required relative to such cases. The prosecution services shall be of a limited nature and considered as only a component of the services contemplated herein.
 - b. Consultation with DCFS agents or employees relative to pending investigations and ongoing cases.
 - c. Provide guidance, counsel and, as necessary, legal training services to case workers or other representatives of DCFS, the Court Appointed Special Advocate ("CASA"), the Children's Advocacy Center of McLean County, and such other provider agencies or community constituencies as needed.
 - d. Such other services as reasonably related to child abuse matters or issues.

B. REQUIREMENT FOR ADDITIONAL FULL DEDICATED ATTORNEY

1. The County and DCFS acknowledges that this Agreement is to permit the County to provided an additional full time employee or independent contractor ("the Attorney") to serve under the direction and supervision of McLean County State's Attorney ("SA") for the purposes specified in Section A hereinabove.
2. The Attorney shall be licensed to practice law in the State of Illinois, and the State's Attorney shall provide so certify in writing to DCFS general counsel. The services provided by the Attorney shall be in addition to those ordinarily provided by the State's Attorney's Office.

C. TERMS AND PAYMENTS

1. The term of this Agreement is from July 1, 2006 through June 30, 2007 unless terminated prior thereto in accordance with the terms of this Agreement.

(A) DCFS will pay to County for the term of this Agreement for legal and support services provided under this Agreement the sum of \$ 45,000.00 to be paid in twelve (12) equal installments, one (1) installment for each calendar month of the term of this Agreement, of \$ 3,750.00 , each, with each said payment to be processed upon receipt of a properly completed CFS 1042 form entitled "Department of Children and Family Services Billing Summary" relative to the services provided by County under this Agreement. If this Agreement is terminated by either DCFS or County prior to the completion of the term of this Agreement, then no payment shall be paid, or payable, to County by DCFS for any time after said termination. If said termination occurs prior to the last day of any calendar month, then the payment installment for that calendar month shall be made in a prorated amount based upon the number of calendar days of said month which transpired prior to said termination.

(B) County agrees that all monies received by it from DCFS pursuant to this Agreement shall be used for salary or contractual wage payments for the Attorney; and that none of said monies will be used to provide employee benefits of any type including, but not limited to, any type of insurance, any employer liability for any type of payroll related taxes, and any retirement benefits.

(C) The Attorney shall be located, and on office provided for, at the Child Advocacy Center. All office equipment and supplies, including a computer, telephone costs, facsimile charges, as well as secretarial and staff support, shall likewise be provided by and the responsibility of the Child Advocacy Center.

(D) All expenses related to the prosecution of cases including, but no limited to, filing fees, service fees, publication costs, subpoena charges, witness fees, exhibit preparation fees, and court reporter charges shall be the responsibility of the County. In addition, the County shall provide clerical support for any court related documents or correspondence.

(E). DCFS and County each acknowledges that the Illinois Procurement Code, 30 ILCS 500/1-1 et seq., does not apply to this Agreement.

(F) County represents that its Federal Tax Identification number is 37-6001569.

D. LEGAL SERVICES

1. All legal services to be supplied by County under this Agreement shall be provided through the office of the State's Attorney.

2. Attorney shall at all times be under the supervision and direction of the State's Attorney, or her/his designee. The SA, however, shall from time to time consult with CASA relative to the Attorney's duties and responsibilities. At no time shall Attorney be, or be considered to be, an employee of DCFS or a contractor with DCFS.

3. Prior to permitting any attorney to perform any services as Attorney relative to this Agreement, County shall transmit to DCFS through its General Counsel an Attorney's Acknowledgment duly executed by the attorney in that form as is attached hereto, marked as Attachment A and incorporated herein by reference. Thereafter, County, through the State's Attorney, shall require each Attorney performing services under this Agreement to at all times timely comply with the terms of said Attorney's Acknowledgment. It is the specific agreement of County, including the State's Attorney, and DCFS that each requirement set forth on said Attorney's Acknowledgment is a requirement of this Agreement and any non-compliance by any attorney with any of said requirements shall, at the sole election of DCFS, be just cause for immediate termination of this Agreement by DCFS under the terms of this Agreement.

4. The Case assignment and any guidance thereto given to the Attorney performing services under this Agreement shall be made by the State's Attorney, or her/his designee, who shall have the sole discretion to decide which Cases shall be prosecuted, withdrawn or dismissed as required by the Illinois Juvenile Court Act.

5. The State's Attorney shall require that all Court hearings scheduled relative to each of the Cases shall be attended and directly handled by the Attorney assigned to that particular Case by the State's Attorney. No such responsibility shall be assignable to any other attorney at law without the express advance permission of the State's Attorney.

6. The State's Attorney agrees that upon termination of this Agreement the State's Attorney will continue to diligently and professionally prosecute all then pending Petitions requesting termination of parental rights which are subject to the terms of this Agreement without any compensation in excess of that compensation provided for herein.

E. SELECTION OF PERSONNEL

1. The State's Attorney shall transmit to DCFS a proof of license and a summary resume of each licensed attorney anticipated to be provided by County as an Attorney in the performance of any of the services to be provided under this Agreement at least fifteen (15) calendar days prior to the hiring and/or assignment of such individual to perform such services as Attorney.

2. Each licensed attorney submitted by the State's Attorney to DCFS for consideration to be hired/and or assigned to perform any services required under this Agreement shall be subject to approval by DCFS as being duly qualified, including educationally, ethically and professionally, to perform the services required under this Agreement prior to the State's Attorney directing or permitting that licensed attorney to perform any such services as an Attorney.

3. DCFS shall have no responsibilities relative to the hiring, direction, supervision, discipline or termination of any Attorney or any other support personnel provided by the State's Attorney to perform any of the services to be provided under this Agreement. DCFS may participate in any such activities at the request of the State's Attorney, provided that the State's Attorney shall at all times have the sole right and responsibility to make such decisions.

4. Excluding monies provided by DCFS for the salary of the attorney, all terms of employment and/or contract between County and each attorney contemplated herein shall be solely bargained for, and provided by, County.

F. REPORTING REQUIREMENTS

1. The State's Attorney shall at all times during the term of this Agreement keep a current record of all of the Cases transmitted to her/him by DCFS and for each said Case the following information at a minimum shall be so maintained; the name of Attorney to whom the Case is assigned; the date the case was referred to Attorney; the date any Petition was filed with the Court; the date, purpose and result of each hearing held relative to the Petition; the date and purpose of each hearing scheduled to be held relative to the Petition; and a general summary of all other activities engaged in by Attorney relative to the Case and/or the Petition. Upon request of either the General Counsel of DCFS or the local Regional Counsel of DCFS, and at least within ten (10) calendar days of the end of each calendar month, the State's Attorney shall deliver said information in writing to the General Counsel and local Regional Counsel of DCFS, each.

2. Upon the completion of a Case for any reason, including but not limited to, the decision to not file a Petition, the granting of the Petition, the denial of the Petition, the dismissal of the Petition, or the withdrawal of the Petition, the State's Attorney shall immediately notify the General Counsel and the local Regional Counsel of DCFS, each, of the occurrence of such event together with a summary written report explaining same.

G. APPEALS

1. All decisions as to whether or not an adverse decision to the Petitioner(s) in any Case shall be appealed shall at all times remain within the sole discretion of the State's Attorney. The State's Attorney shall cooperate with the State's Attorney Appellate Prosecutor relative to any appeal of any Petition as to which County has provided any service under this Agreement. No Attorney shall be obligated by County to defend or prosecute any appeal of any Petition as to which that Attorney has provided any service under this Agreement. Nothing in this Agreement shall prevent the State's Attorney from hiring or directing any such Attorney to provide services relative to any such appeal under the terms of any other agreement.

H. OWNERSHIP OF FILE MATERIALS

1. All files, records, notes, and evidence which come into the possession of any individual in the performance of the State's Attorney's duties under this Agreement shall at all times be and remain the property of the State's Attorney provided that the State's Attorney specifically agrees that upon written request from either the General Counsel or local Regional Counsel of DCFS, the State's Attorney will deliver to DCFS within a reasonable time period, not to exceed ten (10) calendar days, copies of any such files, records, notes or evidence so requested. County and DCFS each agrees that the provisions of this Paragraph H shall survive the termination of this Agreement.

I. TERMINATION

1. County and DCFS each agrees that this Agreement shall automatically terminate at the expiration of the term set forth in Paragraph C.1 herein.
2. DCFS may immediately terminate this Agreement at any time, with or without cause, by written notice delivered to County through the State's Attorney or the Chairman, or other presiding officer, of County's governing body.
3. County or the State's Attorney may terminate this Agreement at any time, with or without cause, upon thirty (30) calendar days written notice delivered to the DCFS General Counsel.

J. GENERAL PROVISIONS

1. DCFS represents to County that DCFS's employees will at all times fully and completely cooperate with each Attorney and other personnel provided by County to perform any of the services to be provided under this Agreement in fulfillment of her/his duties under this Agreement.

2. County agrees to, and shall, indemnify, save and hold harmless DCFS from any claim made against DCFS, including, but not limited to, reasonable attorneys fees and litigation costs, by any individual or other entity relative to either non-hiring for any position to provide services under this Agreement, discipline while providing services under this Agreement, termination from any position providing services under this Agreement, any prosecution of any Petition brought by or at the direction of the State's Attorney under this Agreement, any refusal by the State's Attorney to file a Petition under this Agreement and/or any appeal of any decision rendered in any matter prosecuted, in whole or in part, by the State's Attorney or any other individual under this Agreement.

3. County and DCFS each agrees that venue for all litigation concerning this Agreement brought by County against DCFS shall lie in the Court of Claims of the State of Illinois; and, venue for all other litigation concerning this Agreement, including all litigation concerning this Agreement brought by DCFS against County, shall lie in the Circuit Court of Sangamon County, Illinois.

4. County and DCFS each agrees that this Agreement may be modified only by written document executed by both County and DCFS.

5. County and DCFS each agrees that in the event that any term, condition or provision of this Agreement is determined to be invalid or unenforceable for any reason, then all other terms, conditions and provisions of this Agreement shall remain valid and enforceable between County and DCFS.

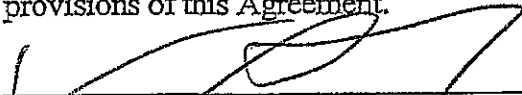
Dated this 16th day of August, 2006.

MCLEAN COUNTY STATE'S ATTORNEY

BY: 

William Yoder
State's Attorney of
McLean County, Illinois

By executing this Agreement I personally acknowledge and represent that I have heretofore received sufficient authorization and direction from McLean County, Illinois to execute this Agreement on behalf of said County and to bind said County to the terms, conditions and provisions of this Agreement.



(Signature)

William A. Yoder

(Print Name)

104 W. Front St., #605,

Street Address

37-6001569

~~(Social Security Number)~~ FEIN

McLean County State's Attorney

Title

Bloomington IL 61701

City and ZIP Code

THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES OF THE STATE OF ILLINOIS

By: _____
Elizabeth F. Yore, General Counsel

Date

By: _____
Bryan Samuels, Director

Date

Members Renner/Gordon moved the County Board approve a Request for Approval of a Contract Renewal for Purchase of Services from Department of Children and Family Services (DCFS) – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report was located on pages 172-184.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of this 1st day of July, 2006, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the County of McLean (hereinafter referred to as the "County").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2007.

B. Long Range Planning Services

The "Commission" shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program including visionary planning and the following activities:



1. Prepare and maintain current base maps for public use.
2. Prepare and maintain statistical data and other information in order to assist public agencies in their development decisions.
3. Attendance at meetings of county, municipal, civic clubs or other groups interested in planning and development.
4. Prepare or coordinate the preparation of applications for Federal or State projects provided that no special studies or analysis need to be made.
5. Prepare or coordinate the preparation of reports which are an integral part of the McLean County Transportation Study; including the Unified Work Program (UWP); the preliminary and final long range transportation plan; and the Transportation Improvement Program (TIP) including plan and program implementation technical assistance.
6. Assist the County in the periodic updating of plans, laws, and ordinances which have a direct relationship to planning and development, including zoning ordinances and subdivision regulations.
7. Assist all governmental departments concerning matters of long range planning and development.
8. Coordinate with the County's short range planner in matters pertaining to the process of developing Plans for the County.

C. Staff



The "Commission" shall employ a Director of the "Commission" and other employees which are necessary and authorized by the budget. It is agreed by all parties that the "County" short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above.

D. Financing

The County of McLean will cause to be placed in the accounts of the "Commission" the sum of \$19,951.50 for the period July 1, 2006 through December 31, 2006. Upon approval of the Fiscal Year 2007 Adopted Budget by the McLean County Board, the County will remit to the Commission the balance of \$16,301.50 for the period January 1, 2007 through June 30, 2007.


Chairman, McLean County Board
County Clerk, McLean County

8/22/06
Date


Chairman
McLean County Regional Planning
Commission
Executive Director
McLean County Regional Planning
Commission

Date

Members Gordon/Cavallini moved the County Board approve a Request for Approval of a Regional Planning Services Agreement between McLean County and the Regional Planning Commission for Fiscal Year July 1, 2006 through June 30, 2007 – Building and Zoning Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report could be found on pages 188-191.

FINANCE COMMITTEE:

Member Berglund, Vice-Chairman, stated the following: the Finance Committee has no Items for Action and our General Report is located on pages 192-202.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, stated the following: our General Report is located on pages 203-207.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have nothing to present to the Board this morning but would be happy to answer any questions.

OTHER BUSINESS AND COMMUNICATION:

Member Bostic stated the following: yesterday Member Berglund and I were privileged to attend a meeting with the McLean County Extension Board and this was their budget meeting. On each of your desks you have their annual report. Please take a moment to read through it. Four years ago we passed a referendum to get them on the tax bill and get some money to them. Their budget this year will be less than two cents. They are building just a little cushion and we are getting a lot of bang for our tax dollars. Please read the annual report. Member Segobiano stated the following: I would just like to call the Board's attention to pages 46 and 47 of the Executive Committee meeting. Last Tuesday I brought attention to our water resource study and Mr. Zeunik certainly filled in the Executive Committee as to where that study is. I think if any of us have read the Pantagraph lately we know the importance and the lack of action that has taken place. We do live in a very growing community and it seems as though the City of Bloomington has had one proposal, one approach, and the Town of Normal is talking about being well satisfied for the next 15 years. It leaves the unincorporated area and those communities out west of town somewhat in limbo. I think it behooves all of us to request information in a timely fashion and perhaps have a meeting with the three entities so that this thing does not get lost. The future for this County is now and I think we need to be made aware of it on a more timely basis. Member Owens stated the following: in your boxes you will find the NACo annual report. We had three Members from the County go to the meeting this year and the General Report was brought back from that exposition in Cook County. There was a great deal of information given. Over 2,000 counties nationwide have now joined NACo. We are working in Illinois to get our numbers up. It was a great opportunity to go and a lot of people came to the State. Next year it will be on July 13 – 17 in Richmond, Virginia. Also, I would like to say congratulations to PeggyAnn Milton for being seated as Secretary of NACRC at this exposition. I also would like to wish Rebecca McNeil a Happy Birthday today. Member Gordon also wished Member Sorensen a Happy Birthday.

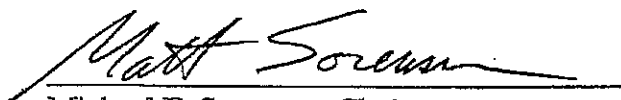
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

August 22, 2006

2006 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$316,343.41	\$316,343.41
Finance		\$443,719.17	\$443,719.17
Human Services		\$463,103.52	\$463,103.52
Justice		\$2,708,330.63	\$2,708,330.63
Land Use		\$23,839.93	\$23,839.93
Property		\$364,577.08	\$364,577.08
Transportation		\$895,568.28	\$895,568.28
Health Board		\$436,635.07	\$436,635.07
Disability Board		\$48,943.19	\$48,943.19
T. B. Board		\$24,669.60	\$24,669.60
Total		\$5,725,729.88	\$5,725,729.88

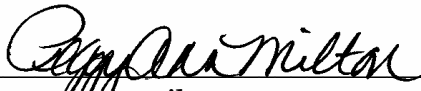

Michael F. Sweeney, Chairman
McLean County Board

Members Selzer/Cavallini moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

The meeting was adjourned until Tuesday, September 19, 2006 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 9:20 a.m.

Matthew Sorensen
County Board Vice-Chairman




PeggyAnn Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 22nd day of August, 2006, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 14th day of September, 2006.



PeggyAnn Milton
McLean County Clerk