



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, January 13, 2009

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – December 9, 2008
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sorensen
 - 1) Items to be Presented for Action:
 - a) REAPPOINTMENTS:

McLEAN COUNTY EXTENSION BOARD
Mr. Bob Nuckolls
2827 Gill St.
Bloomington, IL 61704
(One-year term to expire on November 30, 2009)
 - b) APPOINTMENTS:

McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL
Mr. Ben Owens
3207 Winchester
Bloomington, IL 61704
(To complete a Two-year term to expire on December 31, 2009)

c) RESIGNATIONS:

McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL

Ms. Ann Harding
1601 Gregory
Normal, IL 61761

- d) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, County Board Department 0001 1-2
- e) Request Approval of a Resolution of Congratulations for the Central Catholic High School Football Team 3
- f) Request Approval of a Resolution of Congratulations for Ms. Kelly Curran, a member of Central Catholic High School Girls' Cross Country Team 4
- 2) Items to be Presented to the Board:
- a) General Report
- b) Other

B. Property Committee – Chairman Bostic

- 1) Items to be Presented to the Board:
- a) General Report
- b) Other

C. Transportation Committee – Chairman Hoselton

- 1) Items to be Presented for Action:
- a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation And Budget Ordinance, McLean County Highway Department Fund 0120, McLean County Highway Department 0055 5-6
- b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation And Budget Ordinance, McLean County Highway Department Fund 0122, McLean County Highway Department 0055 7-8
- 2) Items to be Presented to the Board:
- a) Request Approval of Audit Report #74 to be Filed with County Board – Motor Fuel Tax (MFT) – McLean County – 01/01/2007 – 12/31/07
- b) Request Approval of Audit Report #55 to be Filed with County Board – Township Bridge County Road Districts – 01/01/2007 - 12/31/2007

- c) Request Approval of Audit Report #55 to be Filed with County Board – Motor Fuel Tax (MFT) – County Road Districts – 01/01/2007 - 12/31/2007
- d) Request Approval of Resolution and Letting Results from the December 23, 2008 County and Township 2009 MFT Maintenance Sections and County 2009 Non-MFT Section
- e) Request Approval of a Resolution Extending Section 2007 Non-MFT Pipe Culvert Contract With Contech Construction Products
- f) Request Approval of Local Agency Agreement for Federal Participation between McLean County and the Illinois Department of Transportation for improvement of CH 36, FAS 487 (1.5 miles southeast of Arrowsmith – Hart Bridge)
- g) Request Approval of Resolution for Stimulus Program Projects
- h) General Report
- i) Other

D. Finance Committee – Chairman Owens

- 1) Items to be Presented to the Board:
 - a) 2008 County Wellness Program Report and Request for Approval of the 2009 Wellness Program – Health Department
 - b) Request Approval to Purchase a 2009 Ford F-150 Truck from Bob Ridings Ford, Taylorville, IL via The State of Illinois Joint Purchase Contract #401408 for \$18,900.00, and Purchase a Western Snow Plow with back drag blade from Quality Truck & Equipment Company for \$4,540.00 – Nursing Home
 - c) Request Approval of a Resolution of the McLean County Board Authorizing the County Recorder to Offer a Salary above the Starting Maximum Salary Permitted under the County's Personnel Ordinance– County Recorder's Office
 - d) Request Approval of Release of All Claims Related to the Law and Justice Center Explosion and Fire on June 15, 2003 – Risk Management
 - e) General Report
 - f) Other

9-13

E. Justice Committee – Chairman Renner

- 1) Items to be Presented for Action:
 - a) Request Approval to Accept a Task Force Six, Project Safety Neighborhoods Grant from the Illinois Criminal Justice Information Authority in the amount of \$8,998.00 – Sheriff's Department

14-28

- b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation And Budget Ordinance – General Fund 0001, Sheriff's Department 0029 29-30

2) Items to be Presented to the Board:

- a) Request Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility – Sheriff's Department
- b) Request Approval of Clothing Bid with Ray O'Herron Co. for Police Uniforms and Equipment Purchases from February 1, 2009 to January 31, 2010 for the Sheriff's Department
- c) Request Approval of an Agreement between Secure Alert, Inc. and McLean County for Electronic Monitoring and Associated Services – Court Services 31-40
- d) General Report
- e) Other

F. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

- a) General Report
- b) Other

G. Report of the County Administrator

1) Items to be Presented to the Board:

- a) General Report
- b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, County Board Department 0001**

WHEREAS, the McLean County Board, on November 20, 2007, 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 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001, Legislation and Policy Program 0001; and,

WHEREAS, the annual operating budget for the County Board includes revenues and expenditures for the ShowBus Rural Public Transportation grant; and,

WHEREAS, in fiscal year 2008, the County has received more grant funding for the ShowBus Rural Public Transportation grant than originally budgeted in the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is appropriate to recognize in the County Board departmental budget the additional revenues received and the additional expenses incurred; and,

WHEREAS, the Executive Committee, at a regular meeting on Tuesday, January 13, 2009, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add to the appropriated budget of the County Board, Department 0001, Legislation and Policy Program 0001 the following appropriations:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board Department 0001			
0001-0001-0001-0404.0050			
State of Illinois – ShowBus Grant	\$ 0.00	\$ 335,429.36	\$ 335,429.36
 County Board Department 0001			
0001-0001-0001-0407.0050			
State of Illinois – ShowBus Grant	\$ 100,000.00	\$ 190,438.52	\$ 290,438.52

(2)

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001, Legislation and Policy Program 0001 the following appropriations:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0777.0006 State of Illinois – ShowBus Grant	\$ 100,000.00	\$ 525,867.87	\$ 625,867.87

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County this 20th day of January, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Central Catholic High School varsity boys' football team during the 2008 football season; and,

WHEREAS, the Central Catholic High School varsity boys' football team finished the 2008 season with an overall record of 14 wins and 0 losses; and,

WHEREAS, the Central Catholic High School varsity boys' football team won the IHSA Class 4A State Championship, with a 37-28 victory over Aurora Christian; and,

WHEREAS, Central Catholic High School made history by becoming the first school to win IHSA football championships in four different classes, with the 2008 team joining Saints state title teams from 1982 (Class 1A), 1987 (Class 2A) and 1994 (Class 3A); and,

WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Bobby Moews; Assistant Coaches Bob Crawford; Bud Conklin; Isy Hoomanawanui; Jim Malinowski; Mike Moews; and Mark Parker; and Team Members Adam Rebholz, Joe Ring, Dylan Johnson, Kendall Cox, Brendan McCracken, Sean Stokes, Dan Curran, Blake Rave, Ben Heaton, David Murray, Alex Ludwig, Connor Kirkwood, Jack Wornbacher, Jay Dachauer, James Hinderks, Jared Kelch, Dornonique Hilt, Taylor Jewett, Chris Stolfa, Kevin Rollins, Dominic Henson, Duncan Brady, Robby Seidl, Joe Wenlinger, Jesse Heaton, Baine Rave, Josiah Zehr, Andrew Holt; Robbie McNeil, Nick Jordon, Brad Connor, Will Waldron, Michael Bleichner, Brendan Quinn, Nathan Yelton, Drake Griffin, Gus Hozie, Sam Eleedge, Austin Sherwood, Alex Miller, Mike Kistner, Sean Gibbens, Matt Klepec, Connor Highland, Casey Chandler, Chris Highland, Dan Lancaster, Ben McAllister, Drew Talkington, Adam McIntosh, and Kevin Knieri; now, therefore,

BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Central Catholic High School varsity boys' football team are to be congratulated on winning the ISHA Class 4A State Championship and on an outstanding 2008 season.

APPROVED by the McLean County Board this 20th day of January, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance of Kelly Curran, a member of the Central Catholic High School 2008 Girls' Cross Country team; and,

WHEREAS, Kelly Curran placed first in the 2008 Intercity Girls Cross Country Meet and was the Individual Champion at the University High School 2008 Invitational; and,

WHEREAS, during the 2008 Regional Girls' Cross Country Meet, Kelly Curran placed first with a time of 18:36; during the 2008 Sectional Girls' Cross Country Meet, Kelly Curran placed first with a winning time of 18:08; and,

WHEREAS, at the 2008 Illinois High School Association Class 1A State Girls' Cross Country Meet, Kelly Curran became the Illinois High School State 1A Cross Country Champion with a winning time of 17:27; now therefore,

BE IT RESOLVED by the members of the McLean County Board, now meeting in regular session, that we congratulate Kelly Curran on her outstanding 2008 Cross Country season and for winning the 2008 Illinois High School Class 1A Girls' Cross Country Championship meet, and further wish her best in the future; and,

BE IT FURTHER RESOLVED, that a suitable copy of this Resolution be presented to Kelly Curran and the Central Catholic Saints Girls' Cross Country Team.

ADOPTED by the McLean County Board this 20th day of January, 2009.

ATTEST:

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

APPROVED:

Matt Sorensen, Chairman
McLean County Board

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2008
 Combined Annual Appropriation and Budget Ordinance
 McLean County Highway Department Fund 0120
 McLean County Highway Department 0055

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Department Fund 0120; and,

WHEREAS, the price of diesel fuel and gasoline exceeded the amount budgeted in the Fiscal Year 2008 budget due to the high per gallon prices; and,

WHEREAS, the cost of diesel fuel and gasoline has exceeded the budget amount in line item 0120-0055-0056-0608-0001 and an expense of \$312,000.00 is necessary to cover these expenses for the 2008 Fiscal Year; and,

WHEREAS, the Transportation Committee at its regular meeting on January 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Highway Fund's Unappropriated fund balance of fund 0120; 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 McLean County Highway Department Fund 0120 in the amount of \$87,000.00 and to amend the Fiscal Year Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Unappropriated Fund Balance 0120-0055-0056-0400-0000	\$ 100,000.00	\$87,000.00	\$187,000.00

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by adding the following line item appropriation in the McLean County Highway Department Fund 0120, Highway Department 0055;

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Gasoline/Oil/Diesel Fuel 0120-0055-0056-0608-0001	\$225,000.00	\$87,000.00	\$312,000.00

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, County Engineer and the County Administrator.

ADOPTED by the McLean County Board the 20th day of January 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2008
 Combined Annual Appropriation and Budget Ordinance
 McLean County Highway Department Fund 0122
 McLean County Highway Department 0055

WHEREAS, the McLean County Board, on November 20, 2007, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities to be incurred by and against the County of McLean for the 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the McLean County Highway Department Fund 0122; and,

WHEREAS, the Illinois Department of Transportation has billed us for our share of a Federal Aid project on County Highway 70 that was built in 2006; and,

WHEREAS, the money needed to cover this Fiscal Year 2006 Construction cost exceed the budget amount in line item 0122-0055-0056-0810-0001 and an expense of \$221,278.76 is necessary to complete construction for the 2008 Fiscal Year; and,

WHEREAS, the Transportation Committee, at its regular meeting on January 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance from the County Highway Matching Tax Fund's Unappropriated fund balance of fund 0122; 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 McLean County Highway Department Fund 0122 in the amount of \$115,778.76 and to amend the Fiscal Year Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Unappropriated Fund Balance 0122-0055-0056-0400-0000	\$ 0.00	\$115,778.76	\$115,778.76

2. That the County Auditor is directed to amend the Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance by adding the following line item appropriation in the McLean County Highway Department Fund 0122, Highway Department 0055;

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
County Highway Department Const. Roads/Bridges/Culverts 0122-0055-0056-0810-0001	\$95,500.00	\$115,778.76	\$211,278.76

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, County Engineer and the County Administrator.

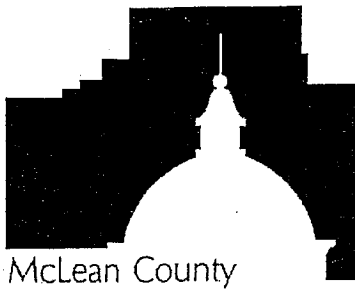
ADOPTED by the McLean County Board the 20th day of January 2009.

ATTEST:

APPROVED:

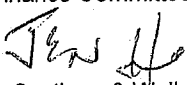
Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Matt Sorensen, Chairman
McLean County Board



Risk Management Office
McLean County
115 East Washington Street
Bloomington, IL 61702-2400
TEL: (309) 888-5940; FAX: (309) 888-5949
E-MAIL: jennifer.ho@mcleancountyil.gov

Memo To: Ben Owens, Chairman
Members, Finance Committee

From: Jennifer Ho 
c.c. R. Neiryck, Costigan & Wollrab, PC
Gary Nelson, Heyl Royster Voelker & Allen
John Zeunik, County Administrator

Date: December 24, 2008

Subject: Settlement of Fire Claim from June 15, 2003

The settlement agreement for an amount of \$ 88,229.79 is presented for your approval. This is in accordance with the authority from the Finance Committee granted at its June 10, 2007 Executive meeting to allow the County to be part of the suit filed by the Westfield Insurance Company and the Hartford Insurance Company against Ameren IP for the fire loss at the Law & Justice Center on June 15, 2003. We are strongly recommending your approval.

At that meeting staff and counsels, Bob Neiryck of Costigan & Wollrab, PC and Gary Nelson, Heyl Royster Voelker & Allen, were authorized to negotiate and accept settlement reached on behalf of the County, with the understanding that the settlement will be brought back to the Finance Committee for approval. The County is represented by Cozen O'Connor, which represented Westfield Insurance Company, the main driver on the combined suits.

The case was mediated on December 15, 2008. Westfield Insurance Company insured property interests of the Public Building Commission as landlord while the Hartford Insurance Company insured the County's interests as tenant. The Westfield Insurance Company presented a claim of \$ 3,860,000, while the Hartford Insurance Company presented its claim of \$ 1,339,410.29 and the County presented a claim of \$ 170,000 for a total claim of \$ 5,369,410.29 against Ameren IP. A settlement for the amount of \$ 2.8 million was reached for which the County received \$ 88,229.79.

With this settlement, the claim is concluded with certainty, and with no further need to incur future legal or expert witness expenses, staff time for claims assistance, depositions, or presentation at trial. It also eliminates the possibility of an appeal and its associated costs.

Should you have questions on this matter, please contact me.

DAVID C. WOCHNER
ROBERT W. NEIRYNCK
DAWN L. WALL
ROBERT S. WHITE
CARRIE L. BOROWSKI
GEOFFREY B. DODDS
BRIAN P. GARWOOD

OF COUNSEL
WILLIAM S. BACH

COSTIGAN & WOLLRAB, P. C.

ATTORNEYS AT LAW
308 EAST WASHINGTON STREET
POST OFFICE BOX 3127
BLOOMINGTON, ILLINOIS 61702-3127
WWW.CWLAWOFFICE.COM
(309) 828-4310 • FAX (309) 828-4325

Will F. Costigan
1886-1956

Fred W. Wollrab
1891-1971

James C. Wollrab
1919-1989

Paul R. Welch
1936-2004

December 22, 2008

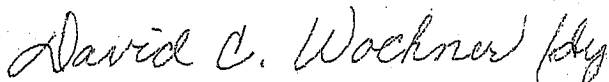
Ms. Jennifer Ho, CPCU
Risk Manager
104 West Front St. Room 101
Bloomington, IL 61702-2400

Dear Jennifer:

Enclosed please find the signed Release of All Claims executed by Bob Rush as chairman of the Public Building Commission. Please send me a copy of this after it has been executed by the County.

Very truly yours,

COSTIGAN & WOLLRAB, P.C.



David C. Wochner

DCW:day

Enc.

RELEASE OF ALL CLAIMS

IN CONSIDERATION of payment in the amount EIGHTY EIGHT THOUSAND TWO HUNDRED TWENTY NINE DOLLARS AND 70/100 (\$88,229.70), (made payable to Cozen & O'Connor as attorneys and agents of the County of McLean) the receipt of which is hereby acknowledged, THE COUNTY OF McLEAN and the PUBLIC BUILDING COMMISSION OF McLEAN COUNTY, on their own behalf and on behalf of their successors, assigns, agents, employees, parents and subsidiaries, and related entities hereinafter referred to as "Releasing Parties", through their authorized representatives, do hereby release, acquit and forever discharge ILLINOIS POWER COMPANY, AMEREN CORPORATION, their insurer, AEGIS INSURANCE COMPANY, and their agents, servants, employees, owners, officers, directors, related and affiliated companies, and anyone acting on their behalf, (hereinafter referred to as the "Released Parties"), from any and all liability, damages, claims or actions arising out of a fire loss that occurred on June 15, 2003 located at The McLean County Law & Justice Center, 104 W. Front Street, Bloomington, Illinois (hereinafter referred to as the "incident") and that were brought or could have been brought in the lawsuit captioned Hartford Insurance Company of Illinois, as subrogee of The County of McLean, et al. v. Illinois Power Company, McLean County Court File No. 04 L 83.

The Releasing Parties specifically release the Released Parties from liability for any damages to property, repair of property, diminished value of property, loss of use of property, business interruption, lost revenues, debris removal, actual or punitive damages, incidental or consequential damages, damages in subrogation, attorneys' fees, and any other damages of any kind whether now known, unknown, or that may hereafter develop, as well as any accrued claims, or claims hereafter accruing, known or unknown which the Releasing Parties assert or

could assert, or may hereafter assert, in connection with, arising from, or related in any way to the incident.

As further consideration for the payment specified above, The County of McLean and the Public Building Commission Of McLean County agree to indemnify Illinois Power Company, Ameren Corporation and their insurers, Aegis Insurance Company and hold Illinois Power Company, Ameren Corporation and their insurers, Aegis Insurance Company, harmless from any and all past, present or future claims for expenses of any type or nature whatsoever arising out of the incident that are asserted by, through, on behalf of or under the name of the County of McLean or the Public Building Commission Of McLean County.

The Releasing Parties hereby acknowledge that, by signing this Release and accepting the sum of money Set forth as consideration, they can never make any claim whatsoever against the Released Parties that in any way is related to the incident.

The Releasing Parties further agree and understand that this settlement is a compromise of a disputed claim, that this payment is not to be construed as an admission on the part of the Released Parties of any liability whatsoever in regard to the incident.

The Releasing Parties specifically represent, and state upon their oath, that they have not assigned their respective claims, there are no outstanding claims or liens of any kind or character in any way arising out of the incident, other than the claims now being released and hereafter barred.

The Releasing Parties hereby declare that they fully understand the terms of this settlement and voluntarily accept the aforesaid payment sum for the purpose of making a full and final compromise, adjustment and settlement of all claimed damages, expenses and inconvenience.

The Releasing Parties further state and warrant that they:

- 1) have carefully read the foregoing Release of All Claims;
- 2) understand the contents of the foregoing Release of All Claims;
- 3) have signed the Release of All Claims under their own free will; and
- 4) have not been influenced in making the settlement by representations of any of the Released Parties.

EXECUTED the _____ day of, 2008.

CAUTION: You must read and understand all of the provisions of this Release before signing!

Subscribed to and Sworn to
Before me this ____ day of December, 2008

THE COUNTY OF McLEAN

Notary Public

By: _____

Print Name: _____

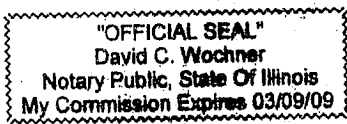
Subscribed to and Sworn to
Before me this 19th day of December, 2008

THE PUBLIC BUILDING COMMISSION

David C. Wochner
Notary Public

By: Robert R. Schw, Jr

Print Name: ROBERT R. SCHW, JR.





ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY

300 W. Adams Street • Suite 700 • Chicago, Illinois 60606 • (312) 793-8550

December 9, 2008

M/Sgt. Ben Halloran
Task Force Six
P.O. Box 1511
Bloomington, IL 61702-1511

Dear M/Sgt Halloran:

Enclosed please find interagency agreement #108006 between the McLean County on behalf of Task Force Six and the Authority funding implementation of the Project Safe Neighborhoods Program. Please review the enclosed document and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return it to my attention for further processing.

Also enclosed are the initial cash request and federal debarment certification forms. I have emailed the fiscal information sheet and four other files to you today. These four files are the Civil Rights and Equal Opportunity compliance certifications for both the County and the task force. Please be sure to return complete these forms, print them and obtain the required signatures and return all of these forms with the signed agreement.

Thank you for your patience and assistance in the negotiation of this agreement. If you have any questions or concerns regarding these materials, please contact me at 312/793-1302 or email me at Maureen.Brennan@Illinois.gov.

Sincerely,

Maureen Brennan
Federal and State Grants Unit

CC: Master file 108006

PROGRAM TITLE:	Project Safe neighborhoods
AGREEMENT NUMBER:	108006
PREVIOUS AGREEMENT NUMBER(S):	N/A
ESTIMATED START DATE:	January 1, 2009
SOURCES OF PROGRAM FUNDING: <i>Project Safe Neighborhoods FFY08 Funds</i>	\$ 8,998
Total:	\$ 8,998
IMPLEMENTING AGENCY:	County of McLean
ADDRESS:	Government Center 115 E. Washington, Suite 401 Bloomington, IL 61701
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6001569
DUNS NUMBER:	05-742-8943
AUTHORIZED OFFICIAL:	Matt Sorensen
TITLE:	Chairman, McLean County Board
TELEPHONE:	(309) 888-5110
PROGRAM FINANCIAL OFFICER:	Rebecca McNeil
TITLE:	Treasurer, County of McLean
TELEPHONE:	(309) 888-5180
PROGRAM AGENCY:	Task Force Six
ADDRESS:	P.O. Box 1511 Bloomington, IL 61702-1511
PROGRAM DIRECTOR:	M/Sgt. Ben Halloran
TITLE:	Task Force Six Commander
TELEPHONE:	(309) 452-9961
EMAIL:	hallorb@isp.state.il.us
FISCAL CONTACT PERSON:	Jennifer Miller
AGENCY:	County of McLean
TITLE:	Bookkeeper
TELEPHONE:	(309) 888-5033
FAX:	(309) 888-5072
EMAIL:	Jennifer.miller@mcleancountyil.gov
PROGRAM CONTACT PERSON:	Michael J. Reidy
TITLE:	Chief of Police, City of Clinton
TELEPHONE:	(217) 935-9441
FAX:	(217) 935-4219
EMAIL:	mreidy@clintonillinois.com

SECTION 45. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority
Date

Matt Sorensen
Chairman
McLean County Board
Date

Rebecca McNeil
Treasurer
McLean County
Date

M/SGT. B. Halloran
M/Sgt. Ben Halloran
Commander
Task Force 6
12-22-08
Date

Exhibit A: Project Description

Please provide a short description of the jurisdiction this project will serve, including information on gang and firearms enforcement issues.

Task Force 6 is a multi-jurisdictional drug enforcement unit comprised of officers from the Illinois State Police, McLean County Sheriff's Department, Illinois State University Police Department, DeWitt County Sheriff's Department and Clinton Police Department. The unit serves the rural areas of McLean and DeWitt counties as well as the more populated area Bloomington, IL, Normal, IL, and the Illinois State University Campus area. The population of DeWitt and McLean counties is approximately 167,000 residents.

Please describe the composition of your unit and describe its activity over the past year.

Task Force 6 is the only narcotics unit serving DeWitt County and rural McLean County. While the Bloomington Police and Normal Police have narcotics units, Task Force 6 provides ongoing assistance to these agencies working both in conjunction with these agencies and independently within the metro area of Bloomington and Normal. Task Force 6 remains the primary drug enforcement unit servicing the campus of Illinois State University, which has a student population of 20,000. Task Force 6 is located in Normal, IL, near the population center of the Central Illinois area. Last year, from July 1, 2007 thru June 30, 2008, Task Force 6 made 109 arrests of which 61, or roughly 56% were for cocaine and crack cocaine. Of these 61 cocaine and crack cocaine arrests, 26 were for Class "X" felonies or higher. The number of cocaine and crack cocaine arrests increased almost 33 % from the previous year.

Please describe gang and gun activity in your jurisdiction, including any changes in this activity over the past year.

Task Force 6 seized 12 firearms from July 1, 2006 thru June 30, 2007. The following year, July 1 2007 thru June 30, 2008, Task Force 6 seized 16 firearms. Bloomington Police Department has observed a higher number of gang related violence cases that show an increasing number of deadly weapons used. The Bloomington/Normal, IL area continues to have a problem with hybrid street gangs that have evolved from street level fighting to use/possession of weapons as well as drug trafficking. Since 2004, gang motivated cases of violence have risen from 14 cases reported per year to 42 cases reported from July 1, 2007 thru April 16, 2008 by the Bloomington Police Department. This suggests that gang's presence is increasing in the local area of Task Force 6, and that based on recent arrests, much of the gang ties are from the Chicago, IL area. In the past 24 months, local law enforcement has incarcerated 2 Chicago-based leaders from the Black P Stones and Vice Lords.

Please describe how this initiative is coordinated with other local, state and federal criminal justice partner agencies.

Task Force 6 is a multi-agency narcotics task force representing 6 agencies in the McLean and DeWitt county area. Given the rural nature of the geographical location, outside the city areas of Bloomington/Normal, Task Force 6 is the only narcotics investigative agency with the exception of DEA and ATF. Task Force 6 continues to work with the local agencies and federal agencies to provide both service and to enhance the prosecution of criminal defendants.

Please describe how this federal funding will be used:

Task Force 6 proposes to use the bulk of this funding toward surveillance equipment that will enhance the safety of undercover officers and informants as well as bolster the prosecution of cases with the addition of an undercover surveillance system capable of recording video and audio as well as transmit this data to officers on surveillance. In order to capture the transmission, Task Force 6 will purchase a laptop computer system and associated air card. The video/audio undercover surveillance system is estimated at \$7,000.00 and the laptop and air card will cost an additional \$1,518.00. Service for the air card is estimated at \$40.00 per month for an additional cost of \$480.00. Total costs for equipment and service fee for computer laptop air card is \$8,998.00.

Please describe the availability of current resources to meet the need you have identified.

Task Force 6 currently has audio surveillance systems; however, none of the systems are equipped with video. Officers on surveillance can monitor activity via audio, but cannot visually observe activity from close range without being compromised. With the current court order overhear requirement, local prosecutors are sometimes reluctant to prosecute cases with no audio recording, typically a first buy. A video system would allow for a visual identification of the criminal target and assist with the prosecution of cases where no court order could be obtained, yet the transaction would still have a video recording.

If equipment is requested, please describe the training staff will require to use this equipment.

Task Force 6 has two personnel identified as technical equipment specialists. These officers will obtain training from the equipment vendor on the proper operation of the equipment and be responsible for training the other officers assigned to the unit.

How do you plan to use the new equipment after the identified operation has ended?

Task Force 6 will use the equipment on all narcotics activity including those investigations involving gang members and weapons cases, particularly those associated with gang violence.

Who will supervise the proposed project? What steps will be taken to assure the project will be successfully implemented?

The Task Force Commander and Task Force 6 Office Manager will maintain a record of investigative cases for reporting purposes to include gang affiliation/arrests and weapons seizures.

What barriers or possible obstacles to implementation do you foresee?

None once the officers are trained in the proper use of the equipment.

How will you address these barriers?

Ensure proper training of the officers is conducted.

Are there any other special needs, tools or training that will be required to fully implement this project?

No, however advanced training in criminal street gangs, tactical narcotics operations, and physical surveillance would be beneficial toward enhancing the skills of Task Force 6 officers in operations involving criminal street gangs as well as promoting safe operating procedures.

Projects funded by the Authority are required to submit quarterly data and fiscal reports. What staff members are available to prepare and submit these reports? How will you assure the accuracy of these reports?

The Task Force 6 Field Supervisor, Task Force 6 Office Manager and Task Force 6 Commander enter all investigative data into the Task Force 6 Case Management System. The Task Force 6 Office Manager will be responsible for preparing reports. The Task Force 6 Commander will be responsible for reviewing these reports for accuracy and submission to the Authority.

Implementation Schedule:

Given the implementation issues described above, please complete the following table outlining the implementation activities necessary, including any work developing coordination with criminal justice partner agencies, equipment procurement, staff training and project administration activities such as data and fiscal report submission.

Activity	Month Begun	Month Completed	Personnel Responsible	If ongoing, how often?
Purchase of Equipment	Month #1	Month #1	Task Force 6 Commander	Once
Over see training and use of equipment on PSN operations	Month #1	Month #12	Task Force 6 Commander	Ongoing
Submit quarterly reports to ICJIA	Month #1	Month #12	Office Manager	Quarterly

Goals and Objectives:

Projects funded through the Authority set goals and objectives that serve as benchmarks for project performance. These objectives are used to develop the data reports that are completed each quarter and submitted to the Authority and then summarized for the Project Safe Neighborhoods Task Force.

In the table below, please set the target number of investigations, felony arrests and seizures you seek to achieve through this operation. Please also complete the projected reductions in gang-related homicides, aggravated batteries and robberies you hope to achieve. You may also add additional objectives and performance measure if you choose.

Goal 1: Reduce drug and gang activity in the McLean and DeWitt Counties area

Objective	Performance Indicator
➤ Conduct 20 proactive investigations concentrating on those areas of Bloomington/Normal having a high propensity of gang related violence and drug trafficking.	➤ Number of investigations begun

➤ Arrest 12 or more offenders for felony charges with gang affiliation or criminal affiliations with street gangs and/or similar activity.	➤ Number of felony arrests made ➤ Charges filed for each arrestee
➤ Seize 10 or more weapons	➤ Number of weapons seized.
➤ Arrest 100 suspects for drug-related and firearms related offenses.	➤ Number of arrests conducted.

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

Implementing Agency: County of McLean on behalf of Task Force 6
Agreement #: 108006

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Project Safe Neighborhoods FFY08	\$8,998
	Subtotal:	\$8,998

GRAND TOTAL **\$8,998**

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount
<i>Not applicable</i>				
				\$ -
				\$ -
				\$ -
				\$ -
Total FTE			0.00	\$ -
Total Salary				\$ -
Fringe Benefits (Use figure from Fringe Benefit Worksheet)				\$ -
TOTAL PERSONNEL SERVICES				\$ -

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.

(See Attached Budget Instructions)

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount
Cell Service					\$ -
Telephone Service					\$ -
Pager service					\$ -
Conference Registration Fees					\$ -
Other: (Laptop Air Card Service)	\$40/month x 12 months				\$ 480.00
Other (Specify)					\$ -
Use Boxes Below for Contractual Personnel					\$ -
					\$ -
					\$ -
					\$ -
TOTAL CONTRACTUAL COST					\$ 480.00

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.
 (See Attached Budget Instructions)

Estimated monthly service fee for the wireless air card is \$40 for a total estimated annual cost of \$480.

	Federal Amount
GRAND TOTAL	
PERSONNEL SERVICES	\$ -
EQUIPMENT	\$ 8,518.00
CONTRACTUAL	\$ 480.00
TOTAL COST	\$ 8,998.00

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 108006

Not applicable

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the dollar amount of the flat rate paid per employee or the rate as a percentage of salary. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES.

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Total Salary for Personnel in the Budget Detail)	
TOTAL RATED FRINGE BENEFITS	\$0
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	
OTHER (SPECIFY)	
Total Flat Rate Fringe	\$0.00
Number of grant-funded FTE (full-time equivalent) positions	0.00
FLAT RATE FRINGE BENEFITS	\$0
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$0

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 20, 2007, 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 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

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

WHEREAS, to date, the Sheriff's Department has experienced a significant increase in the average daily census in the Adult Detention Facility, which has necessitated sending inmates out of the County to be housed; and,

WHEREAS, the County Auditor's Office has advised the Sheriff's Department that it is necessary to prepare a Budget Amendment to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred in the Prisoner Housing: Out of County line-item appropriation; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, January 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred in the Prisoner Housing: Out of County line-item appropriation; 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 General Fund 0001 in the amount of \$690,000.00 as follows:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board			
Unappropriated Fund Balance			
0001-0001-0001-0400.0000	\$ 0.00	\$710,000.00	\$ 710,000.00

(2)

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

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Sheriff's Department Prisoner Housing: Out of County 0001-0029-0031-0766.0001	\$ 60,000.00	\$710,000.00	\$ 770,000.00

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 20th day of January, 2009.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

Memo

To: Honorable Members of the Justice Committee
From: Lori McCormick
CC: Chief Judge Elizabeth Robb
Date: December 29, 2008
Re: Secure Alert Agreement for Monitoring and Associated Services

Secure Alert Inc. made a presentation of their electronic monitoring devices and services to representatives of the County on December 10, 2008. Based upon that presentation and a comparison of other companies the recommendation is for the County to enter into an agreement with Secure Alert Inc. The agreement has been reviewed and approved by the State's Attorney's Office. By signing this agreement McLean County can have available to both Adult and Juvenile Court Service Departments an alternative to detention in the form of electronic monitoring.

Chief Judge, Elizabeth Robb has informed me that she will be discussing with the Judiciary at their monthly meeting on Wednesday January 7, 2009 an order establishing reasonable fees to defray the costs of electronic monitoring per 730 ILCS 5/5-6-3 (g). There has been collaboration between County Administration, the Judiciary and my office as to establishing appropriate fees to cover the direct and indirect costs that will be associated with electronic monitoring.

With the Cindy Bischoff Law becoming effective 1/1/09, McLean County must be prepared to implement electronic monitoring if ordered by the Courts to do so. At the present time, McLean County has no electronic monitoring service agreement in place.

I will be present at the justice meeting to answer any questions you may have.

Thank you for your consideration in this matter



SECUREALERT

Active GPS Offender Monitoring Program Features

TrackerPAL™

- ✓ Single-unit device encompassing a CPU, GPS and GPRS/GSM cellular technology
- ✓ Active Tracking
- ✓ Two/three-way voice communication
- ✓ Internal battery that lasts for 25-29 hours on a charge (device must be charged 2 hours every day)
- ✓ Data store and forward
- ✓ 95-decibel siren
- ✓ Pre-recorded voice messages available to alert offender to violations
- ✓ Cut-resistant strap (fiber-optics and stainless steel cables)

Offender Monitoring Center

- ✓ Staffed 24/7, 365 days per year
- ✓ Bi-lingual staff
- ✓ Secured location within SecureAlert corporate office
- ✓ Instant violation intervention to offender via voice communication through TrackerPAL™
- ✓ Voice communications recorded and archived
- ✓ Violation notification to supervision officers via phone, email, text message, etc.
- ✓ Tight Quality Control systems in place
- ✓ Specialized operator training:
 - Provided by current/former correction officials
 - Anti-social behavior overview
 - Expectations of offender behavior
 - Role-playing exercises

Offender Monitoring Software

- ✓ Web-based (no software purchase)
- ✓ Encrypted, secure and personalized agency log-in
- ✓ Exclusion/Inclusion zones (time/day)
- ✓ Video play-back feature for tracking points
- ✓ Multiple report options
- ✓ "Help" feature for instant answers to common software questions

Agency Training

- ✓ Training at no cost to agency (minimum of 10 hours per contract year)
- ✓ User Guides provided for all authorized agency staff
- ✓ Implementation training two (2) days:
 - Day one: detailed training on hardware/software
 - Day two: practical application of hardware/software (installation)
- ✓ On-going training provided upon request (on-site and/or web-training)

SecureAlert Customer Service

- ✓ Customer Support for hardware/software through Offender Monitoring Center (24/7)
- ✓ Technical Helpdesk available for escalated technical issues (24/7)
- ✓ Agency-assigned SecureAlert inside account representative
- ✓ 24-36 hour shipping delivery for additional or replacement devices

AGREEMENT FOR MONITORING AND ASSOCIATED SERVICES
(Agency-Customer)

THIS AGREEMENT (hereinafter "Agreement"), dated the _____ day of _____, 20____, is made by and between
SECURE ALERT, INC, a Utah corporation ("Provider"), and
(Agency or Agent Name) _____
(City, State, Zip) _____ (hereinafter "Customer").

- Provider desires to provide to Customer, and Customer desires to acquire from Provider certain Equipment and Accessories (hereinafter "The Equipment") and obtain Monitoring Services associated with The Equipment (hereinafter "Monitoring Services") and/or obtain certain other associated services as listed and described in the "EQUIPMENT AND SERVICES" section in attached schedules (collectively hereinafter "Equipment, Monitoring and Other Services") per the rates and pricing also provided in attached schedule(s) or addendum(s).
 - Customer and Provider have agreed to the terms of this Agreement.
 - In consideration of the covenants and promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:
1. **TERM:** The term of this Agreement is for one year commencing on the date first set forth above (hereafter the "Term"). Upon completion of the Term, this Agreement shall automatically renew for additional successive one (1) year terms, unless, thirty (30) days prior to the expiration of the then current Term, either party provides notice to the other party of such party's intent to terminate the Agreement at the conclusion of the then current Term; provided, however, that notwithstanding the foregoing, continued possession of the Equipment past the end of any Term by Customer shall obligate Customer to payment of additional monthly payments as set forth in the attached schedule(s) (as the same may be amended from one Term to the other), until such time as the Equipment is returned to Provider. Any addendum(s) incorporated after the first date set forth above, shall be subject to the same renewal or termination terms and timings as stated above. Provider may terminate this Agreement at any time following Customer's default hereunder and obtain The Equipment from Customer as delineated in Section 6 of this Agreement.
 2. **PAYMENTS:**
During the term of this Agreement, Customer agrees to pay to Provider for applicable Equipment, Monitoring and Other Services, the rates set forth in attached schedule(s). Payments will commence as delineated on the attached schedule(s). No payment required hereunder shall be prorated except at Provider's discretion. Any rent past due shall bear interest at the rate of ten percent (10%) per annum (or the maximum rate allowable by law, whichever is lesser) until paid. Customer is responsible for any and all loss or damage to, or theft of, The Equipment. Damage for purposes of this Section 2 includes, without limitation, damage to the casings or straps of the Equipment and any other damage which inhibits any part of the Equipment's ability to function properly or at all. If The Equipment is damaged, lost or stolen while in Customer's possession, Customer agrees to pay Provider the full cost to repair or replace such Equipment based on the rates set forth in attached schedules. The determination whether the Equipment must be repaired or replaced shall be made by Provider in Provider's sole discretion. Payments shall not be refundable to Customer under any circumstances, including, without limitation, any termination of this Agreement, except at Provider's sole discretion. Customer also agrees to pay when due, taxes, if any, relating to this Agreement. Customer also agrees that Provider has the right to estimate the sales taxes or yearly personal property taxes, if any, that shall be due for The Equipment, and that Provider shall have the right to periodically assess the same against Customer, who shall pay them on demand. Customer shall be sent written notice at least fourteen (14) days in advance of any charges that are authorized by this Agreement but not specifically enumerated herein. Customer agrees that Customer's obligation to pay is unconditional and is not subject to any reduction, set-off, defense, or counterclaim for any reason whatsoever. If any part of a payment is not made by Customer when due for any reason, Customer agrees to pay Provider a late charge in the amount of ten (10%) percent of each such late payment, but only to the extent permitted by law. Customer agrees to pay Provider the late charge not later than thirty (30) days following the date that the original payment was due.
 3. **OWNERSHIP:** Customer is neither the owner of The Equipment nor has title to the Equipment. Customer may not sell, transfer, assign, or sub The Equipment, without the express prior written permission of Provider. Customer may not attempt to alter or otherwise tamper with The Equipment. Customer agrees that it shall at all times keep The Equipment free from any legal process or lien whatsoever, and agrees to give Provider immediate notice if any legal process or lien is asserted or made against the Equipment.

4. **NON-DISCLOSURE OF PROPRIETARY INFORMATION:** Customer acknowledges that it may obtain or have access to confidential and proprietary information of Provider that is the sole and exclusive property of Provider or other entities or persons affiliated with Provider in connection with the provision of the Equipment and Services described herein ("Proprietary Information") pursuant to the terms of this . Customer agrees to keep all such Proprietary Information confidential, to limit its use only in connection with the terms of this Agreement and to protect it with at least the same level of protection that Customer affords its own confidential and proprietary information. Without limiting the foregoing, Customer expressly agrees that Customer shall treat as confidential and not disclose any of the Proprietary Information in any manner without the prior written authorization of Provider. If Customer is required by applicable law or regulation or by legal process to disclose any Proprietary Information, Customer agrees that it shall provide Provider with reasonable prior written notice of such request to enable Provider to seek a protective order or other appropriate remedy prior to disclosure. Should this Agreement be terminated for any reason whatsoever, Customer shall, at the request of Provider, either destroy or promptly deliver to Provider all Proprietary Information, including all documents or other media containing Proprietary information, including all copies, reproductions, summaries, analysis or extracts thereof, in the possession of Customer, and Customer shall certify to Provider that Customer has done so. The obligation to keep the Proprietary Information confidential pursuant to this Section 12 shall survive the expiration or termination of this Agreement.
5. **NO WARRANTIES; CUSTOMER'S AUTHORITY; INDEMNITY BY CUSTOMER: PROVIDER IS LEASING THE EQUIPMENT TO CUSTOMER "AS IS."** So long as Customer is not in default under any terms of this Agreement, Provider agrees to transfer to Customer, as necessary and to the extent permitted by law or applicable contracts, any warranties made to Provider by a manufacturer or vendor of The Equipment to the extent permitted by law or applicable contracts. Customer agrees that, regardless of cause, Customer shall not assert any claim whatsoever against Provider for any and all direct, special or indirect damages, without limitation, which may result from the use of Equipment, Monitoring and Other Services or any obligation of Provider under this Agreement. Customer understands that Provider and the manufacturer(s) of The Equipment are separate, independent companies, and that neither a manufacturer nor any vendor of The Equipment is Provider's agent, partner or joint venture. Customer agrees that no representation, guaranty, or warranty by a manufacturer or any vendor of the Equipment is binding on Provider, and no breach by a manufacturer or any such vendor shall excuse Customer's obligations hereunder.

Notwithstanding anything to the contrary in this Agreement, PROVIDER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY IN CONNECTION WITH THIS AGREEMENT, EQUIPMENT, MONITORING AND OTHER SERVICES AND USER INTERFACES TO MONITORING SERVICES. Provider is not responsible for any injuries, damages, or losses to Customer or to any other person or to any property, regardless of owner, caused by the misuse, improper activation, or improper maintenance of the Equipment, or the failure to connect to, or the inability to access user interfaces to Monitoring Services, the failure to follow any instructions or abide by any policies related thereto or to Monitoring Services, or Other Services, or the failure of the same to operate as anticipated, including, without limitation, as a result of any defects in the manufacturing or programming of the same or any failure of Equipment, Monitoring and Other Services, or any failure of user interfaces to Monitoring Services to operate for any reason, other than any such injuries, damages or losses caused by the gross negligence of Provider. Customer's sole remedy against Provider for any failure whatsoever relating in any way to the use of Equipment, Monitoring and Other Services shall be limited to replacement of The Equipment if applicable; provided, that any such failure of Equipment, Monitoring and Other Services was not caused by any act or omission on the part of Customer. Notwithstanding anything to the contrary in this Agreement, Provider shall not be liable for any loss, damage, detention, failure to perform or delay resulting from any cause whatsoever beyond Provider's reasonable control or resulting from a *force majeure*, including, without limitation, fire, flood, strike, lockout, civil or military authority, insurrection, acts of terrorism, war, embargo, power outages, downed cell sites, internet connection problems or similar causes.

Customer acknowledges that Equipment, Monitoring and Other Services shall not prevent, nor are intended to prevent, any Client of Customer from committing any harmful, tortious, or illegal acts. Customer further acknowledges that it may be possible for a Client to remove The Equipment by unauthorized means, and that Provider expressly disclaims any liability for any harmful, tortious, or illegal acts committed by such a Client while using The Equipment, as well as any liability for any acts committed by a Client who removes The Equipment and subsequently engages in any harmful, tortious, or illegal acts. Should any disclaimer or limit on liability for consequential damages set forth herein be found invalid under the laws or policy of the State under which the terms of this are interpreted, then such consequential damages shall be liquidated and shall equal \$100 per consequential injury or loss. Customer acknowledges and agrees that use of The Equipment and Monitoring Services shall be reserved for those Clients of Customer who are considered to be minimal flight risks and minimal risks for commission of crimes or torts against person or property. Customer agrees to indemnify, defend and hold Provider harmless from and against any and all claims for any losses, damages, or injuries which may be asserted on any basis, including those listed above, by Client

or any other third party against Provider. The provisions of this Section 16 shall continue to be in force even after the expiration of the Term.

Customer also understands that only an officer of Provider is authorized to waive or alter any of the terms of this Agreement, and that any such waiver or alteration must be in writing signed by Provider.

6. **DEFAULT AND REMEDIES:** If Customer fails to make payments when due, if Customer breaches any provision of this Agreement, or if Customer becomes insolvent, assigns its assets for the benefit of creditors, or enters, either voluntarily or involuntarily, a bankruptcy proceeding, Customer shall be in default. In the event of default, Provider can require, with minimum fourteen (14) days' prior notice to Customer, that Customer return The Equipment to Provider and that Customer immediately pay to Provider the remaining balance of any amounts due under this Agreement. If Customer fails to return The Equipment to Provider, Provider may also require that Customer pay to Provider the full market value of replacement Equipment then available, less any amount recovered by applying any Security Deposits previously paid by Customer. Customer agrees to pay Provider interest on all sums due to Provider from the date of default until paid, and that Provider may recover from Customer, all damages caused by any such default, all to bear interest at the lesser of ten (10%) percent per annum, or the maximum rate permitted by law. Provider can also use any of the remedies available to Provider under the Uniform Commercial Code or any other law. If Provider is required to track a Client of Customer to make demand on such Client to repossess the Equipment after the notice period has expired, Customer agrees to pay to Provider, immediately upon demand, the cost of repossession, storing, shipping, repairing, and re-leasing the Equipment.
7. **DEFAULT INDEPENDENT OF CRIMINAL PROCESS:** The parties hereto acknowledge that the tracking and monitoring of a Client of Customer which is facilitated by this Agreement may be undertaken in conjunction with criminal process against such Client, or that such Client of Customer has voluntarily undertaken to use The Equipment in order to satisfy a criminal conviction or plea agreement, or to avoid incarceration. Provider agrees that in effecting redelivery or repossession of The Equipment from any Client, it shall coordinate with Customer and/or with other law enforcement whenever possible, but it shall have no duty to do so where in its own discretion it deems such coordination unnecessary, impractical or detrimental to Provider's interest.
8. **MISCELLANEOUS PROVISIONS:** **Assignment:** Provider may at any time, without notifying Customer, sell, assign, or transfer its rights, benefits and obligations under this Agreement or Provider's ownership of The Equipment; Customer agrees that if Provider makes such assignment or sells The Equipment the assignee or buyer shall have the same rights, benefits and obligations that Provider now has. The parties agree that any such sale, assignment or transfer of this and/or The Equipment by Provider or Provider's assignee or transferee shall not change the duties or obligations of Provider or Customer under this Agreement. **Construction:** The parties intend this Agreement to be a valid and legal document. This Agreement shall be construed according to its fair meaning and not strictly for or against Provider or Customer, as if each of Provider and Customer had prepared it. **No Waiver:** Customer acknowledges and agrees that any delay or failure by Provider to enforce its rights under this Agreement does not prevent it from enforcing any rights at a later time. **Statue of Limitations:** Customer and Provider hereby agree to reduce the statute of limitation applicable to any action for default hereunder by either party, including for breach of warranty or indemnity, to one (1) year after a cause of action accrues. **Attorney Fees:** In the event of any litigation between the parties regarding this Agreement the prevailing party shall be entitled to the payment by the losing party of its reasonable attorneys' fees, court costs and litigation expenses, as determined by the court. **No Third Party Beneficiaries:** This Agreement is intended for the exclusive benefit of Provider, Customer and Customer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public. **Pronouns:** All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or entity to whom reference is made may require. **Severability:** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law; but, if any provision of this Agreement shall be invalid or prohibited under applicable law, such provision shall be ineffective to the extent of such invalidity or prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement. **Headings:** The headings used in this Agreement are for convenience only and shall not be used to limit or construe the contents of any of the sections of this Agreement. **Modification:** No alteration or modification of this Agreement shall be binding unless in writing and signed by each of the parties hereto. **Notices:** Notices to the parties hereto pursuant to this Agreement shall be given in writing and delivered by depositing them in the custody of the United States Postal Service (USPS), postage prepaid, addressed as set forth below for the respective parties. Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or three (3) days after the date of deposit of such written notice with USPS. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties hereto and there are no covenants, terms or conditions, express or implied, other than as set forth or referred to herein. This Agreement supersedes all prior agreements between the parties hereto relating to all or part of the

subject matter herein. No party has made any representations, oral or written, modifying or contradicting the terms of this Agreement. The parties may not amend, modify or cancel this Agreement except as provided herein or by a written agreement signed by all parties to this Agreement. Acknowledgment: The parties acknowledge that they have had an opportunity to fully examine this Agreement and completely understand its terms, and that they approve the same including all of the terms and conditions.

9. **AUTHORITY OF SIGNER.** By signing below, the signer of this on behalf of Customer certifies that he/she has all proper authority to bind Customer hereto, pursuant to its Articles, Bylaws, statutory or other charter, ordinances, laws, or any other rules governing such authority.

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date and year first set forth above.

Provider:

Secure Alert, Inc.
150 West Civic Center Drive, Suite 400
Sandy, Utah 84070
Contact Phone No: (801) 451-6141

X _____
Name: _____
Title: _____

Addresses for Notice:

Provider:

Secure Alert, Inc.

150 West Civic Center Drive, Suite 400
Sandy, Utah 84070
ATTN: VP of Sales
Contact Phone No: (866) 451-6141

Check here if billing information is same as above or enter billing information to the right:

Customer:

Agency Name: County of McLean
Address: 115 East Washington Street
City/State/Zip Bloomington, IL 61702-2400
Contact Phone No: 309-888-5110

By: _____
Printed Name: Matt Sorensen
Title: McLean County Board Chairman
Email Address: john.zeunik@mcleancountyil.gov

ATTEST:

Clerk of the County Board of McLean County, Illinois

Customer:

Agency Name: McLean County Court Services
Address: 104 West Front Street
City/State/Zip: Bloomington, IL 61702-2400
ATTN: Lori McCormick, Director
Contact Phone No: 309-888-5361

Billing Information:

Address: _____
City/State/Zip: _____
Billing Contact: _____
Email: _____
Billing Phone No: _____
Billing FAX No: _____

EQUIPMENT AND SERVICES

TrackerPAL II and eArrest Beacon Sets at a monthly rate of \$210.00 per month - for ___ devices

This agreement is for a minimum of ___ TrackerPAL II and eArrest Beacon Sets, and a maximum of ___ TrackerPAL II and eArrest Beacon Sets.

TrackerPAL II Device Insurance at \$0.50 per device per day through Travelers Insurance (optional)

eArrest Beacon Insurance at \$0.15 per device per day through Travelers Insurance (optional)

Overstock Units: The rates set forth above include overstock units per the following schedule. SecureAlert will provide these units free of charge (until activation) for program expansion and replacement of lost, damaged or inoperable devices. If the equipment in McLean County's possession exceeds 10% of total active devices over an extended period of time (greater than 4 weeks), McLean County will be subject to \$2.00 per day for inactive sets beyond the 10% excess.

# of Units	# of Overstock at No Cost	# of Units	# of Overstock at No Cost
0-15	1	66-75	7
16-25	2	76-85	8
26-35	3	86-95	9
36-45	4	96-105	10
46-55	5	Etc.	Etc.
56-65	6		

Shipping: The rates set forth above include 3-5 day ground shipping for non-replacement orders. Replacements of Overstock units may be shipped more quickly if needed.

Rate Guarantee: The rates set forth above are guaranteed for the initial Term, but is subject to change for any renewal Term, if Provider provides notice of any such proposed change in rate to Customer at least thirty (30) days prior to the expiration of the Term. Such increased rate shall become effective as of the renewal Term unless Customer provides notice of its intent to terminate the Agreement as provided in Section 1 of this Agreement.

Insurance Terms: If insurance is chosen, it must be taken on all devices. There is a \$50 deductible for TPII devices and a \$15 deductible for Beacons.

CUSTOMER OBLIGATIONS

- PAYMENT:** During the Term, Customer agrees to pay monthly to Provider, Equipment, Monitoring and Other Services indicated and at the rates set forth above. Payment will commence on the day that a device is activated or seven (7) days after The Equipment is shipped to the Customer, whichever occurs first.
- CASE SELECTION:** Customer understands, agrees and acknowledges that during the Term it shall (a) retain complete authority for case selection, management and administration with respect to each individual who shall participate in Electronic Monitoring (hereinafter "Client"), including, without limitation, monitoring responsibility with respect to each Client; (b) be responsible for all liaison work with the involved courts and/or agencies; (c) identify and make available Customer staff and/or equipment that complies with Provider's policies as in effect from time to time, in order to use and

access the Monitoring Services, including, without limitation with respect to Provider's policy that establishes a specifically correct method of equipment (i.e.: fax, phone, pager) for the purpose of Provider notification of Alert Conditions to Customer; (d) perform or oversee Client orientation, installation and de-installation of Equipment and overall compliance with Provider's policies, which policies include, without limitation, a specific method of equipment installation, and Client equipment use guidelines; (e) establish alert notification protocols and parameters, in accordance with available Notification Options, and an alert response policy, and respond to Alert Conditions in accordance with that policy; (f) assume the financial responsibility for the cost associated with replacing any lost, stolen, or damaged Equipment or accessories; and (g) provide to Provider the required information and parameters for monitoring each Client, including, without limitation, each Client's case curfew, movement restrictions, inclusion and exclusion zone information, essential demographic and case information. Customer will be solely responsible for properly recording all Alert Conditions and other information relative to monitoring The Equipment when located on a Client, including, without limitation, data entry and data storage of all such Customer specified information into Provider's computer system.

PROVIDER OBLIGATIONS

1. **ORDERING AND DELIVERY OF EQUIPMENT; ACCESSORY EQUIPMENT:** Provider shall coordinate with Customer to deliver the Equipment to Customer pursuant to the Shipping terms described above. Provider shall also supply to Customer, an installation and maintenance kit for The Equipment which includes different sizes of straps, a strap cutter, measuring device and torque driver. Unless otherwise agreed between Customer and Provider, Customer shall return the installation and maintenance kit to Provider upon termination of the Agreement. Additional installation and maintenance kits or kit components shall be subject to such additional charges as are set forth in Replacement and Consumables Costs below.
2. **MONITORING SERVICE.** Provider agrees that during the Term it shall (a) maintain twenty-four (24) hour, seven (7) days per week monitoring of Clients through the central host computer system owned and operated by Provider; such host computer which communicates with The Equipment which is properly installed and has not been tampered with or altered, through cellular service where available, and based upon the data provided by Customer to Provider for each Client, as described in Section 3 below; (b) subject to the minimum equipment and system requirements required to be satisfied by Customer to access the web-based user interface, provide Customer's authorized personnel twenty-four (24) hour, seven (7) days per week access to Provider's user interface for the purpose of directly monitoring Clients based on the Equipment; (c) provide notification of Alert Conditions as described in Section 4 below to those authorized personnel of Customer identified in writing by Customer to Provider as being authorized to receive such information, which information is to be provided to Customer pursuant to the predefined notification protocols to be delivered by Customer to Provider pursuant to Section 3 below; and (d) document and maintain Alert Conditions and Equipment status information for each Client properly enrolled during the Term.
3. **NOTIFICATION OPTIONS.** Provider shall notify Customer of any Alert Conditions based upon predefined notification protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client.
4. **ALERT CONDITIONS.** For purposes of this Agreement, "Alert Conditions" means an alert notification condition as specified by Customer, including daily curfew, movement restrictions, inclusion and exclusion zone restriction violations, tamper alerts and Equipment status alerts that the monitoring system is able to identify based on the Equipment, and about which Provider agrees to notify Customer based on protocols available and specified by Customer in writing and delivered to Provider on or before the commencement of the monitoring of any specific Client.
5. **TRAINING OF AUTHORIZED PERSONNEL:** Provider agrees that it shall provide Customer reasonably necessary training for its authorized personnel who shall be monitoring Clients so that such personnel may properly use the user interface for the purposes of monitoring Clients as set forth herein. Customer acknowledges that Customer's access to the user interface shall generally be limited to password-controlled Internet access and that no software shall actually be delivered to Customer. Customer shall bear all responsibility for providing its own computer hardware, software and internet access meeting Provider's minimum requirements for access to the monitoring service.

6. CUSTOMER SUPPORT. Provider shall provide customer service to Customer as reasonably necessary to provide assistance to and to update Customer on any changes or updates to The Equipment, Monitoring Services and overall operation of the monitoring system with respect to The Equipment and accessories which may affect Customer's reasonable use thereof.

REPLACEMENT COSTS

If insurance option isn't contracted, the following replacement costs will be assessed for damaged, lost or stolen devices.

Definition: Any TrackerPAL™ or accessory which has sustained damage that inhibits its ability to function properly or at all; or any TrackerPAL™ or accessory that has been lost/damaged.

Costs: \$950.00/TrackerPAL II
\$ 30.00/ TPII chargers (breakaway cords)
\$100.00/eArrest Beacon