



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Tuesday, January 6, 2009
4:30 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – December 2, 2008
November 18, 2008 Stand-up
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Don Everhart, McLean County Circuit Clerk
 - 1) Items to be Presented for Information:
 - a) Statistical Reports, November 2008 1-9
 - b) General Report
 - c) Other
 - B. Will Scanlon, Court Administrator, Circuit Court
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Amendment to the Contract between the Eleventh Judicial Circuit Court, the County of McLean and the Children's Foundation For the Children's Waiting Room 10
 - b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance, Children's Waiting Room Fund 0171, Circuit Court 0016 11-12

- 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

- C. Cindy Brand, Jury Commission
 - 1) Items to be Presented for Information:
 - a) 2008 Year-end Report 13-16
 - b) General Report
 - c) Other

- D. Mike Emery, McLean County Sheriff
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility 17-23
 - b) 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 24-66
 - c) 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 67-86
 - d) 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 87-88
 - 2) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report, December 2008 89-90
 - b) General Report
 - c) Other

- E. Beth C. Kimmerling, McLean County Coroner
 - 1) Items to be Presented for Information:
 - a) Monthly Report, November 2008 91
 - b) General Report
 - c) Other

- F. Bill Yoder, McLean County State's Attorney
 - 1) Items to be Presented for Information:
 - a) Monthly Caseload Report 92
 - b) Asset Forfeiture Fund Report 93
 - c) General Report
 - d) Other

- G. Amy Davis, Public Defender
 - 1) Items to be Presented for Information:
 - b) Monthly Caseload Report, November 2008 94-96
 - c) General Report
 - c) Other

- H. Lori McCormick, Director, Court Services
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Agreement between Secure Alert, Inc. and McLean County for Electronic Monitoring and Associated Services 97-105
 - 2) Items to be Presented for Information:
 - a) Court Services Adult/Juvenile Division Statistics, November 2008 106-108
 - b) Juvenile Detention Center – McLean County Statistics, 2008 109-111
 - c) Juvenile Detention Center – Out of County Statistics, 2008 112-114
 - d) General Report
 - e) Other

- I. Judy Renner, Director, Children's Advocacy Center
 - 1) Items to be Presented for Information:
 - a) Monthly Statistical Report 115
 - b) CASA Report 116
 - c) General Report
 - d) Other

- 5. Other Business and Communication
- 6. Recommend payment of Bills and Transfers, if any, to the County Board
- 7. Adjournment

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF NOVEMBER 2008
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

| CATEGORY | BEGIN PENDING | CODE | NEW FILED | REINSTATED | DISPOSED | END PENDING 2008 | END PENDING 2007 |
|-----------------------------|---------------|------|-----------|------------|----------|------------------|------------------|
| Adoption | 33 | AD | 5 | 0 | 7 | 31 | 33 |
| Arbitration | 278 | AR | 39 | 12 | 82 | 247 | 309 |
| Chancery | 338 | CH | 43 | 0 | 29 | 352 | 326 |
| Dissolution of Marriage | 454 | D | 45 | 0 | 37 | 462 | 452 |
| Eminent Domain | 0 | ED | 0 | 0 | 0 | 0 | 0 |
| Family | 250 | F | 21 | 9 | 29 | 251 | 322 |
| Law => \$50,000 - Jury | 305 | L | 13 | 0 | 10 | 308 | 294 |
| Law => \$50,000 - Non-Jury | 228 | L | 1 | 0 | 6 | 223 | 197 |
| Law = < \$50,000 - Jury | 2 | LM | 0 | 0 | 0 | 2 | 0 |
| Law = < \$50,000 - Non-Jury | 233 | LM | 80 | 3 | 79 | 237 | 221 |
| Municipal Corporation | 0 | MC | 0 | 0 | 0 | 0 | 0 |
| Mental Health | 10 | MH | 10 | 0 | 7 | 13 | 14 |
| Miscellaneous Remedy | 192 | MR | 38 | 0 | 30 | 200 | 129 |
| Order of Protection | 27 | OP | 18 | 0 | 18 | 27 | 28 |
| Probate | 1,223 | P | 25 | 0 | 16 | 1,232 | 1,143 |
| Small Claim | 891 | SC | 160 | 16 | 183 | 884 | 923 |
| Tax | 9 | TX | 1 | 0 | 0 | 10 | 8 |
| TOTAL CIVIL | 4,473 | | 499 | 40 | 533 | 4,479 | 4,399 |

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE MONTH OF NOVEMBER 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

| | BEGIN PENDING | CODE | NEW FILED | NO. OF DEFTS. NEW | REINSTATED | DISPOSED | END PENDING 2008 | END PENDING 2007 |
|----------------------|---------------|------|-----------|-------------------|------------|----------|------------------|------------------|
| CONTEMPT OF COURT | 14 | C.C. | 4 | 4 | 0 | 5 | 13 | 2 |
| CRIMINAL FELONY | 901 | CF | 90 | 90 | 1 | 138 | 854 | 815 |
| CRIMINAL MISDEMEANOR | 1,206 | CM | 155 | 155 | 2 | 274 | 1,089 | 1,006 |
| TOTAL CRIMINAL | 2,121 | | 249 | 249 | 3 | 417 | 1,956 | 1,823 |

REPORT C
ACTIVITY OF ALL JUVENILE CASES
DURING THE MONTH OF NOVEMBER 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

| CATEGORY | BEGIN PENDING | CODE | NEW FILED | NO. OF DEFTS. NEW | REINSTATED | DISPOSED | END PENDING 2008 | END PENDING 2007 |
|--------------------------|---------------|------|-----------|-------------------|------------|----------|------------------|------------------|
| JUVENILE | 8 | J | 0 | 0 | 0 | 0 | 8 | 8 |
| JUVENILE ABUSE & NEGLECT | 430 | JA | 8 | 8 | 0 | 7 | 431 | 436 |
| JUVENILE DELINQUENT | 255 | JD | 6 | 6 | 0 | 7 | 254 | 149 |
| TOTAL JUVENILE | 693 | | 14 | 14 | 0 | 14 | 693 | 593 |

REPORT D
ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
DURING THE MONTH OF NOVEMBER 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

| CATEGORY | BEGIN PENDING | CODE | NEW FILED | REINSTATED | DISPOSED | END PENDING 2008 | END PENDING 2007 |
|-----------------------------|---------------|------|--------------|------------|--------------|------------------|------------------|
| CONSERVATION VIOLATION | 23 | CV | 5 | 0 | 11 | 17 | 16 |
| DRIVING UNDER THE INFLUENCE | 439 | DT | 53 | 0 | 69 | 423 | 545 |
| ORDINANCE VIOLATION | 891 | OV | 184 | 0 | 180 | 895 | 1,099 |
| TRAFFIC VIOLATION | 12,095 | TR | 3,227 | 24 | 3,717 | 11,629 | 13,481 |
| TOTALS: | 13,448 | | 3,469 | 24 | 3,977 | 12,964 | 15,141 |

REPORT E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OF NOVEMBER OF 2008
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY

| CASE NUMBER | FILING DATE | DATE OF VERDICT |
|-------------|-------------|-----------------|
| 08 CF 872 | 7/29/08 | 11/10/08 |
| 08 TR 23333 | 9/9/08 | 11/17/08 |
| 08 CF 498 | 5/5/08 | 11/18/08 |
| 08 CF 651 | 6/16/08 | 11/19/08 |
| 08 CM 1146 | 6/2/08 | 11/19/08 |
| 07 CF 1199 | 11/9/07 | 11/20/08 |
| 08 CM 567 | 3/24/08 | 11/20/08 |
| 03 L 45 | 3/24/03 | 11/21/08 |
| 08 CM 860 | 4/29/08 | 11/21/08 |
| | | |
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NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
DURING THE MONTH OF OCTOBER 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

| NOLLE | S.O.L. | NOT CONVICTED | | | | | CONVICTED | | | TOTAL DEFENDANTS DISPOSED OF |
|-------|--------|---------------------------|-----------|----------------------|----------------|---------------|----------------|----------------|---------------|------------------------------------|
| | | REDUCED TO MISDEMEANOR | DISMISSED | OTHER (2) **** | ACQUITTED BY | | GUILTY PLEA | BENCH TRIAL | JURY TRIAL | |
| | | | | | BENCH TRIAL | JURY TRIAL | | | | |
| 8 | 0 | 5 | 0 | 19 | 0 | 1 | 102 | 1 | 2 | 138 |

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

****TRANSFERS TO WARRANT CALENDAR

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
THROUGH THE MONTH OF OCTOBER 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

| MONTH | NOT CONVICTED | | | | | | | | | | CONVICTED | | | TOTAL DEFENDANTS DISPOSED OF |
|-------|---------------|--------|---------------------------|-----------|-----------|----------------|---------------|----------------|----------------|---------------|-----------|--|--|------------------------------------|
| | NOLLE | S.O.L. | REDUCED TO MISDEMEANOR | DISMISSED | OTHER (2) | ACQUITTED BY | | GUILTY PLEA | BENCH TRIAL | JURY TRIAL | | | | |
| | | | | | | BENCH TRIAL | JURY TRIAL | | | | | | | |
| JAN | 15 | 0 | 6 | 0 | 6 | 1 | 1 | 90 | 2 | 2 | 123 | | | |
| FEB | 7 | 0 | 4 | 1 | 0 | 1 | 1 | 89 | 0 | 3 | 106 | | | |
| MAR | 7 | 0 | 1 | 0 | 4 | 1 | 2 | 55 | 1 | 0 | 71 | | | |
| APR | 22 | 0 | 4 | 0 | 4 | 1 | 0 | 90 | 2 | 0 | 123 | | | |
| MAY | 3 | 0 | 8 | 0 | 0 | 0 | 1 | 87 | 2 | 3 | 104 | | | |
| JUNE | 8 | 0 | 5 | 0 | 7 | 0 | 1 | 58 | 0 | 1 | 80 | | | |
| JULY | 14 | 0 | 7 | 0 | 2 | 2 | 0 | 129 | 4 | 5 | 163 | | | |
| AUG | 28 | 0 | 7 | 0 | 5 | 1 | 2 | 144 | 1 | 11 | 199 | | | |
| SEPT | 10 | 0 | 5 | 0 | 5 | 0 | 1 | 87 | 1 | 1 | 110 | | | |
| OCT | 19 | 0 | 7 | 0 | 0 | 0 | 4 | 82 | 3 | 4 | 119 | | | |
| NOV | 8 | 0 | 5 | 0 | 19 | 0 | 1 | 102 | 1 | 2 | 138 | | | |
| DEC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| TOTAL | 141 | 0 | 59 | 1 | 52 | 7 | 14 | 1013 | 17 | 32 | 1336 | | | |

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

REPORT G
 SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
 DURING THE MONTH OF NOVEMBER 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY.

TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL,
 AND JURY TRIAL (FROM REPORT F). THIS TOTAL MUST EQUAL THE NUMBER OF FELONY
 SENTENCES ON THE FELONY SENTENCE TABLE BELOW

TOTAL NUMBER OF CONVICTED FELONIES: 105

FELONY SENTENCE TABLE

| | CLASS M | CLASS X | CLASS 1 | CLASS 2 | CLASS 3 | CLASS 4 | TOTALS |
|----------------|----------|----------|----------|-----------|-----------|-----------|------------|
| 1. DEATH | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 2. LIFE | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 3. IDOC | 0 | 5 | 4 | 11 | 9 | 26 | 55 |
| 4. PROBATION | 0 | 0 | 2 | 7 | 7 | 27 | 43 |
| 5. OTHER | 0 | 0 | 0 | 0 | 2 | 5 | 7 |
| TOTALS: | 0 | 5 | 6 | 18 | 18 | 58 | 105 |

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF NOVEMBER 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

| | <u>EMERGENCY</u> | <u>INTERIM</u> | <u>PLENARY</u> |
|---------------|------------------|----------------|----------------|
| DIVORCE | 2 | 0 | 1 |
| FAMILY (OP) | 18 | 1 | 9 |
| CRIMINAL | 1 | 0 | 2 |
| TOTAL: | 21 | 1 | 12 |

AGREEMENT

This amendment, dated January 20, 2009 amends an Agreement between the Eleventh Judicial Circuit Court ("Court"), the County of McLean ("County"), and the Children's Foundation ("Foundation") dated November 20, 2007.

All terms and conditions of the original Agreement between the Eleventh Judicial Circuit Court ("Court"), the County of McLean ("County"), and the Children's Foundation ("Foundation") dated November 20, 2007, remain the same, except for the following:

RECITALS

4. **Compensation of Foundation.** For the services provided from January 1, 2009 through December 31, 2009, the Foundation shall be paid as follows:

\$37,800 for the period commencing January 1, 2009 through and including December 31, 2009, payable in quarterly installments as follows: \$10,650.00 on March 31, 2009; \$10,650.00 on June 30, 2009; \$8,250.00 on September 30, 2009; and \$8,250.00 on December 31, 2009.

5. **Term and Right of Termination.** This Agreement shall commence upon its execution by the parties and shall expire at midnight on December 31, 2009. The Agreement may be terminated by any party upon 30 days written notice to the other parties. In such event, the Foundation shall continue to operate the Project and be paid pro rata for all services completed under this Agreement through the date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

CHILDREN'S FOUNDATION, ELEVENTH JUDICIAL CIRCUIT COURT,

By: _____
Teresa Kelly, Program Director

By: _____
Elizabeth Robb, Chief Judge

COUNTY OF McLEAN,

ATTEST:

By: _____
Matt Sorensen, Chairman
County Board of McLean County,
Illinois

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

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2009
Combined Annual Appropriation and Budget Ordinance
Children's Waiting Room Fund 0171, Circuit Court 0016**

WHEREAS, the McLean County Board, on November 18, 2008, 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 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

WHEREAS, the McLean County Board, at its regular meeting on January 20, 2009, pursuant to 705 ILCS 105/27/7, passed an Ordinance, effective July 1, 2006, to increase filing fees in civil cases by \$5.00 and to deposit said fees in the Children's Waiting Room Fund; and,

WHEREAS, the Justice Committee, at its regular meeting on January 6, 2009, approved an amendment to an agreement between the County of Mclean and the Children's Foundation for the Children's Foundation to provide services to operate the Children's Waiting Room; and,

WHEREAS, the Justice Committee, at its regular meeting on January 6, 2009, approved and recommended to the County Board an Emergency Appropriation Ordinance funded from the Children's Waiting Room Fund to pay Fiscal Year 2009 expenses for operation of the Children's Waiting Room, per the agreement between the County and the Children's Foundation; now, therefore,

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

1. That the County Auditor is directed to amend the Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriations:

| | <u>ADOPTED</u> | <u>INCREASE</u> | <u>AMENDED</u> |
|--|----------------|-----------------|----------------|
| 0171-0016-0105-0410.0164 Children's Waiting Room Fee Children's Waiting Room | \$ 33,000.00 | \$ 4,800.00 | \$ 37,800.00 |
| 0171-0016-0105-0706.0001 Contract Services Children's Waiting Room | \$ 33,000.00 | \$ 4,800.00 | \$ 37,800.00 |

(2)

2. That the County Clerk shall provide a Certified Copy of this Ordinance to the Chief Judge of the Eleventh Circuit Court, County Treasurer, County Auditor, and the County Administrator.

ADOPTED by the McLean County Board 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

Ea'childrenswtngm_jan_09

REPORT OF THE JURY COMMISSION

In 2008, there were 29 weeks of scheduled juror service . The Circuit Court, the State's Attorney and the Coroner of McLean County utilized jurors in 2008.

COMPARATIVE JUROR STATISTICS

| YEAR | TOTAL JURORS SERVED | TOTAL DAYS SERVED | MILEAGE (miles) | TOTAL PAY |
|---|---------------------|-------------------|-----------------|------------|
| 2001 | 3676 | 8,159 | 111,704 | 116,032. |
| 2002 | 4962 | 9,528 | 146,410 | 142,863 |
| 2003 | 3520 | 6,102 | 87,743 | 89,536 |
| 2004 | 3877 | 7,013 | 92,438 | 100,178 |
| 2005 | 3590 | 6,849 | 107,140 | 103,311 |
| 2006 (Increase in 2006 due to LaGrone murder trial) | 4102 | 9,281 | 137,866 | 137,616.45 |
| 2007 | 3732 | 7,841 | 111,884 | 120,925.92 |
| 2008 (*2008 figures approximate – last 2 jury groups have not been paid yet) | 3713 | 8,359 | 121,670 | 129,824.60 |

In 2008 jurors were seated for 136 trials as well as 6 Grand Juries and 6 Coroner's Juries. These statistics include any trials that were declared mistrials, settled, or otherwise disposed of after the jury was selected.

We currently maintain a 90% return rate on eligibility questionnaires sent out. We locate and account for 100% of persons summoned for jury duty.

The Jury Commission and the Circuit Court are always exploring ways to reduce juror expense to McLean County while increasing the efficiency of our system. We look at juror safety, security and service to citizens who are summoned.

JURY STATISTICS FOR DECEMBER 2008

JUDGES ON SCHEDULE:

COSTIGAN
 DRAZEWSKI
 FITZGERALD
 FOLEY
 FREITAG
 LAWRENCE
 PRALL
 REYNARD

TOTAL CASES: 8

CF 6

CM 1

TR 1

JURIES CALLED IN: 15

SENT HOME: 7(47%)

TRIALS WENT: 8

ANALYSIS

| JUDGE | CASE | RESULT |
|--------------|-----------------|-----------------------------|
| COSTIGAN | 08 TR17635 | GUILTY |
| DRAZEWSKI | 07 CF 1112&1113 | BOTH GUILTY |
| FOLEY | 08 CM 1693 | NOT GUILTY |
| FREITAG | 08 CF 225 | JURY SENT TO COURT |
| | 08 CF 313 | DEF. ASKS FOR BENCH TRIAL |
| | | MISTRIAL |
| LAWRENCE | 08 CF 364 | N.G. CTS. 1&2; GUILTY CT. 3 |
| REYNARD | 08 CF 750 | GUILTY CTS. 1&2; N.G. CT.3 |
| | 08 CF 57 | MISTRIAL |

TOTAL CASES YTD: 136(2008)

128(2007)

127 (2006)

**Comparative Jury Trial Statistics
Number of Trials Conducted**

| Month: | 2008 | 2007 | 2006 | 2005 | 2004 | 2003 | 2002 |
|----------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Jan: | 11 | 13 | 11 | 7 | 12 | 13 | 10 |
| Feb: | 7 | 8 | 11 | 8 | 8 | 9 | 9 |
| Mar: | 13 | 14 | 5 | 7 | 7 | 8 | 8 |
| Apr: | 13 | 15 | 8 | 8 | 6 | 3 | 10 |
| May: | 13 | 9 | 10 | 7 | 14 | 11 | 9 |
| June: | 14 | 10 | 12 | 10 | 12 | 0 | 8 |
| July: | 16 | 10 | 14 | 7 | 12 | 5 | 10 |
| Aug: | 10 | 11 | 13 | 4 | 12 | 6 | 12 |
| Sept: | 8 | 17 | 16 | 12 | 9 | 7 | 11 |
| Oct: | 12 | 7 | 5 | 5 | 11 | 7 | 13 |
| Nov: | 11 | 7 | 12 | 7 | 5 | 8 | 10 |
| Dec: | 8 | 7 | 10 | 9 | 6 | 14 | 10 |
| Totals: | 136 | 128 | 127 | 91 | 114 | 91 | 120 |

JUROR UTILIZATION REPORT

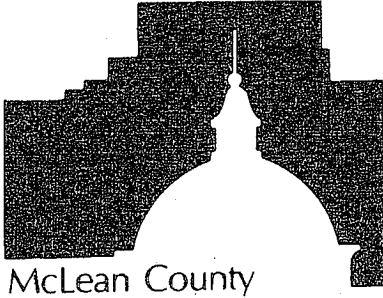
YEAR ENDING 2008

| | Jan | Feb | Mar | Apr | May | June |
|-----------------|------------|------------|------------|------------|------------|-------------|
| Sets called in: | 15 | 10 | 15 | 20 | 15 | 15 |
| Sets sent home: | 4 | 3 | 2 | 7 | 2 | 1 |
| Sets to trials: | 11 | 7 | 13 | 13 | 13 | 14 |
| % Sent home | 27% | 30% | 13% | 35% | 13% | 7% |

| | July | Aug | Sept | Oct | Nov | Dec |
|-----------------|-------------|------------|-------------|------------|------------|------------|
| Sets called in: | 17 | 14 | 17 | 19 | 17 | 15 |
| Sets sent home: | 1 | 4 | 9 | 7 | 6 | 7 |
| Sets to trials: | 16 | 10 | 8 | 12 | 11 | 8 |
| % Sent home | 6% | 29% | 53% | 37% | 35% | 47% |

Yearly Recap

| | |
|--------------------------|------------|
| Sets called in: | 189 |
| Sets sent home | 53 |
| Sets to trial | 136 |
| Total % Sent Home | 28% |



McLEAN COUNTY SHERIFF'S DEPARTMENT
MIKE EMERY, 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) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

December 30, 2008

TO: Mr. Tari Renner, Chairman Justice Committee
FROM: Sheriff Mike Emery
RE: January 6, 2009, Justice Committee Meeting

I would respectfully request that the following items be placed on the January 6, 2009, Justice Committee Agenda for Action and Information.

ACTION

- 1) **Identix Incorporated System Maintenance Agreement Quotation:** (Please see attached.)
- 2) **Task Force Six; Project Safe Neighborhoods Grant:** (Please see attached.)
- 3) **Proposals for Uniforms & Equipment for the Mclean County Sheriff's Office:** (Please see attached.)

Formal written bids were solicited from three vendors. At the formal bid opening, on December 19, 2008, two bids were received and opened by Chris Colaw with Lt. Brent Wick present.

Ray O'Herron Co., Inc. submitted a complete bid on all categories, while 10-8 Outfitters provided a partial bid on some categories.

After reviewing the bid proposals, it is my recommendation that McLean County accept the bid proposal by Ray O'Herron Co., Inc.

Mr. Tari Renner, Chairman
Justice Committee
January 6, 2008
Page 2.

However, we may use the following vendor for specific items that may be of a lower cost, including the uniforms for the jail:


10-8 Outfitters
1206 Towanda Plaza Suite 1
Bloomington, IL 61701

INFORMATION

- 1) **Mclean County Detention Facility Report:** (Please see attached.)

If you have any questions prior to the meeting, please feel free to contact me.

Sincerely,


Mike Emery
Sheriff



5705 W. Old Shakopee Road
 Suite 100
 Bloomington, MN 55437-3107
 USA
 Phone (800) 932-0890
 FAX (952) 932-7181

**MAINTENANCE AGREEMENT ADDENDUM
 QUOTATION**

QUOTE ID: K-3292-S
 QUOTE DATE: 08-DEC-2008
 VALID UNTIL: 02-MAY-09
 PRICE LIST: S&L LAW ENFORCEMENT

IDENTIX
 BIOMETRIC SOLUTIONS

COVERAGE

START DATE: 01-FEB-09
 END DATE: 31-JAN-10

PAGE: 1 of 1

BILL TO: MCLEAN COUNTY SHERIFF
 104 WEST FRONT STREET
 BLOOMINGTON, IL 61701
 United States

| COVERAGE TYPE | DESCRIPTION | SERIAL NUMBER | QTY | PRICE |
|---------------|-------------|---------------|-----|-------|
|---------------|-------------|---------------|-----|-------|

EQUIPMENT LOCATION MCLEAN COUNTY SHERIFF- 104 WEST FRONT STREET BLOOMINGTON MCLEAN IL 61701 United States

| | | | | |
|--------------------------------------|-------------------------|-------------|---|------------------|
| 3500XC- M24 | ANNUAL 24/7 MAINTENANCE | 4905-00228B | 1 | \$2,628.00 |
| TP-3500XC-ED PRT- DUP- M24 | ANNUAL 24/7 MAINTENANCE | 4905-00228B | 1 | \$456.00 |
| TP-PRT-DUP | | | | |
| TOTAL: | | | | \$3084.00 |

PLEASE CHECK PREFERRED BILLING:

ANNUAL INVOICE OR

QUARTERLY INVOICE OR

MONTHLY INVOICE

NAME: PAHL, DIANE E
 TITLE: Contract Administrator
 PHONE: (952) 979-8479
 FAX: (952) 852-8747
 EMAIL: dpahl@jfid.com

PO#: _____
 BY: _____
 NAME: _____
 DATE: _____
 TITLE: _____
 PHONE: _____
 EMAIL: _____
 FAX: _____

UPON RECEIPT OF ACCEPTANCE OF QUOTATION AN INVOICE WILL FOLLOW

Mike Emery, Sheriff of McLean County _____ Date _____

Matt Sorensen, Chairman, McLean County Board _____ Date _____

Peggy Ann Milton, Clerk of the County Board of McLean County, IL _____ Date _____

IDENTIX INCORPORATED
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with
U.S. End User Customers
covering
Identix® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services.
Included With All Remedial Maintenance Services are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties,

tariffs, taxes, and all other delivery related charges.

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Identix' *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix'

Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 *Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant

development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' *Help Desk Maintenance Services* are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

- A. Exclusions. The Services do not include any of the following:
- System relocation.
 - Additional training beyond that amount or level of training originally ordered by Customer.
 - Maintenance support or troubleshooting for Customer provided communication networks.
 - Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
 - Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix are fitted to the System.

- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Identix' TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

McLEAN COUNTY – GRANT INFORMATION FORM

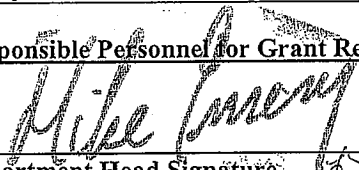
General Grant Information

| | | |
|---|--|--|
| <p>Requesting Agency or Department: McLean County Sheriff's Department on behalf of Task Force 6</p> | <p>This request is for: <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant</p> | |
| <p>Granting Agency: Illinois Criminal Justice Information Authority</p> | <p>Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: 108006 <input type="checkbox"/> State <input type="checkbox"/> Other</p> | <p>Grant Date: Start: 1-1-09 End: 12-31-09</p> |
| <p>Grant Title: Project Safe Neighborhoods</p> | <p>Grant Funding Method: <input type="checkbox"/> Reimbursement, Receiving Cash Advance <input checked="" type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date:</p> | |
| <p>Grant Amount: \$8,998.00</p> | | |
| <p>Match Amount (if applicable): Required Match :\$NA Overmatch: \$NA</p> | <p>Source of Matching Funds (if applicable): NA</p> | |
| <p>Grant Total Amount: \$8,998.00</p> | | |
| <p>Will it be likely to obtain this grant again next FY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | <p>Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> | |

Grant Costs Information

| <p>Will personnel be supported with this grant: <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No</p> | <p>A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> | | | | | | | | | | | | | | | | | | | | | | | | |
|--|---|--|--------------------|-------|----------------------|--|----------------|----|---------------------|----|-----------------------------|----|----------------------------|--|----------------|----|-----------|----|-------|------------|----------------------------------|----|--------------------|-------------------|---|
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$</td> </tr> <tr> <td>Additional Expenses</td> <td></td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other</td> <td align="right">\$8,998.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$8,998.00</td> </tr> </tbody> </table> <p><i>Grant Total must match "Grant Total Amount" from General Grant Information</i></p> | Grant Expense Chart | | Personnel Expenses | Costs | Number of Employees: | | Personnel Cost | \$ | Fringe Benefit Cost | \$ | Total Personnel Cost | \$ | Additional Expenses | | Subcontractors | \$ | Equipment | \$ | Other | \$8,998.00 | Total Additional Expenses | \$ | GRANT TOTAL | \$8,998.00 | <p>Description of equipment to be purchased:</p> <hr/> <p>Description of subcontracting costs:</p> <hr/> <p>Other requirements or obligations: Monetary Pass Thru Grant to Task Force 6</p> |
| Grant Expense Chart | | | | | | | | | | | | | | | | | | | | | | | | | |
| Personnel Expenses | Costs | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of Employees: | | | | | | | | | | | | | | | | | | | | | | | | | |
| Personnel Cost | \$ | | | | | | | | | | | | | | | | | | | | | | | | |
| Fringe Benefit Cost | \$ | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Personnel Cost | \$ | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Expenses | | | | | | | | | | | | | | | | | | | | | | | | | |
| Subcontractors | \$ | | | | | | | | | | | | | | | | | | | | | | | | |
| Equipment | \$ | | | | | | | | | | | | | | | | | | | | | | | | |
| Other | \$8,998.00 | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Additional Expenses | \$ | | | | | | | | | | | | | | | | | | | | | | | | |
| GRANT TOTAL | \$8,998.00 | | | | | | | | | | | | | | | | | | | | | | | | |

Responsible Personnel for Grant Reporting and Oversight:

| | |
|--|--|
| <p> _____ Department Head Signature</p> | <p align="center"><u>12-30-08</u> _____ Date</p> |
| <p>_____ Grant Administrator/Coordinator Signature (if different)</p> | <p>_____ Date</p> |

| OVERSIGHT COMMITTEE APPROVAL | |
|------------------------------|---------------|
| _____ Chairman | _____ Date |



ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY

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

RECEIVED
DEC 9 2008

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,

A handwritten signature in cursive script, appearing to read "Maureen Brennan".

Maureen Brennan
Federal and State Grants Unit

CC: Master file 108006

PROGRAM TITLE: Project Safe neighborhoods
AGREEMENT NUMBER: I08006
PREVIOUS AGREEMENT NUMBER(S): N/A
ESTIMATED START DATE: January 1, 2009
SOURCES OF PROGRAM FUNDING:
Project Safe Neighborhoods FFY08 Funds \$ 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

CIVIL RIGHTS COMPLIANCE CERTIFICATION

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): COUNTY OF MCLEAN

Address: 104 W. Front Street, Room 105, Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

E-mail address: Jennifer.miller@mcleancountyil.gov

Grant Number/Contract Name: 108006/Project Safe Neighborhood

Certification Statement:

I, Matt Sorensen, County Board Chairman [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

County Board Chairman

[Signature of Responsible Official]

[Title]

[Date]

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify) Project Safe Neighborhood

Grant Number: 108006

Federal Grant Award Amount: \$ 8,998

Grantee/Organization Name (hereafter referred to as the "Entity"): COUNTY OF MCLEAN

Address: 104 W. Front Street, Room 105, Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

E-mail address: jennifer.miller@mcleancountyil.gov

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

I _____ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE
- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Responsible Official]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, Matt Sorensen, County Board Chairman [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of the

County of McLean Government Center

[agency/organization name], at 115 E. Wahsington, Suite 401

Bloomington, IL 61701 [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

Matt Sorensen, County Board Chairman

[Signature of Responsible Official]

[Print Name and Title]

[Date]

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify) Project Safe Neighborhood

Grant Number: 108006

Federal Grant Award Amount: \$ 8,998

Grantee/Organization Name (hereafter referred to as the "Entity"): TASK FORCE 6

Address: P.O. Box 1511, Bloomington, IL 61702-1511

Contact Person: Benjamin Halloran

Telephone #: 309/452-9961

Fax #: 309/452-9981

E-mail address: hallorb@isp.state.il.us

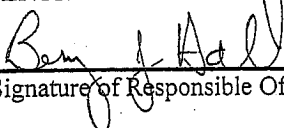
SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

I Benjamin Halloran [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

- ENTITY HAS LESS THAN 50 EMPLOYEES
- ENTITY IS A NON-PROFIT ORGANIZATION
- ENTITY IS AN INDIAN TRIBE

- ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
- ENTITY IS A MEDICAL INSTITUTION
- ENTITY IS AN EDUCATIONAL INSTITUTION


[Signature of Responsible Official]

Benjamin Halloran/Commander
[Print Name and Title]

12/23/2008
[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, _____ [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____

_____ [agency/organization name], at _____ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of Responsible Official]

[Print Name and Title]

[Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): TASK FORCE 6

Address: P.O. BOX 1511, BLOOMINGTON, IL 61702-1511

Contact Person: BENJAMIN HALLORAN

Telephone #: 309/452-9961

Fax #: 309/452-9981

E-mail address: hallorb@isp.state.il.us

Grant Number/Contract Name: 108006/Project Safe Neighborhood

Certification Statement:

I, Benjamin Halloran [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

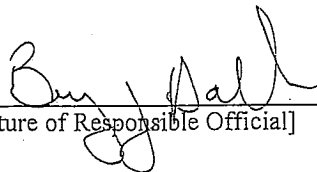
In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached



[Signature of Responsible Official]

COMMANDER

[Title]

12/23/2008

[Date]

FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: County of McLean
Implementing Agency's FEIN #: 37-6001569 Agreement #: 108006
Program Agency: Task Force 6
Program Title: Expanding Multi-Jurisdictional Narcotics Unit

1. Who will be responsible for preparing and submitting quarterly fiscal reports?

Name: Diane McCoy
Title: Executive Assistant
Agency: Task Force 6
Address: P.O. Box 1511, Bloomington, IL 61702-1511
Phone: 309/452-9961 Fax: 309/452-9981

2. Who will be responsible for preparing and submitting quarterly data/progress reports?

Name: Benjamin Halloran
Title: Commander
Agency: Task Force 6
Address: P.O. Box 1511, Bloomington, IL 61702-1511
Phone: 309/452-9961 Fax: 309/452-9981



**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Benjamin J. Halloran, Commander

Name and Title of Authorized Representative

Signature

12/23/2008

Date

Task Force 6

Name of Organization

P. O. Box 1511, Bloomington, IL 61702-1511

Address of Organization

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

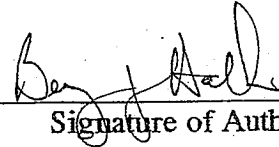
ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Federal and State Grants Unit

Initial Cash Request

On behalf of TASK FORCE 6

I am requesting an initial cash request of \$ 8,998.00 as permitted in Interagency Agreement # 108006



Signature of Authorized Official

December 23, 2008

Date

Commander

Title

Project Safe Neighborhoods

Program Name

37-6001569

Implementing Agency Fein Number

*Instructions for completion on reverse side

For Authority use only

Requested Disbursal _____

FED/GR

Approved by: _____

Date _____

Date _____

INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start-up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 South Riverside Plaza, Suite #1016, Chicago, Illinois 60606.

3. Will a separate fiscal account/fund be maintained for the program?

X Yes, this account will maintain: (Choose one)

X Federal funds only

 Both federal and local matching funds

 No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address: Rebecca McNeil, Treasurer, County of McLean

115 E. Washington, P.O. Box 2400

Bloomington, IL 61702-2400

ATTN: Jennifer Miller

5. What organization is listed as holder of the bank account into which program funds will be deposited?

County of McLean

Effective 05/03

INTERAGENCY AGREEMENT

Project Safe Neighborhoods –Central District

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on behalf of Task Force 6, hereinafter referred to as the "Implementing Agency," with its principal offices at Government Center, 115 E. Washington Street, Suite 401, Bloomington, Illinois 61701, for implementation of the Project Safe Neighborhoods Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, the Authority shall administer funds received for Illinois' Federal Fiscal Year 2008 Project Safe Neighborhoods Program to implement programs that contribute to the improvement of gun law enforcement activities and reduction of violent crime.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies problems related to gun law enforcement and reducing violent crime and that contains a statement of objectives to address those problems, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from January 1, 2009 through December 31, 2009.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit*

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

Exhibits A and B may not be changed without prior written approval by the Authority. Requests for changes to Exhibits A and B must be submitted in writing to the Authority for prior review and approval, and may also require prior approval by the Bureau of Justice Assistance.

SECTION 5. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$8,998 and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of federal funds into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 6. IMPLEMENTING AGENCY COORDINATION OF ACTIVITIES

The Implementing Agency shall coordinate activities funded through this agreement with any activities funded within

its district through the Community Gun Violence Prosecution Program.

The Implementing Agency shall also coordinate activities funded through this agreement with the United States Attorney and Project Safe Neighborhoods Task Force for the district funded through this agreement. The Implementing Agency is encouraged to coordinate activities funded through this agreement with other community justice initiatives, such as the Weed and Seed, and Youth Crime Gun Interdiction Initiatives, and other ongoing, local gun prosecution and law enforcement strategies.

The Implementing Agency shall report on these coordination efforts as required by the Authority.

SECTION 7. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 8. NON-SUPPLANTATION

The Implementing Agency certifies that federal funds made available under this agreement will not be used to supplant State or local funds, but will be used to increase the amounts of funds that, in the absence of these federal funds, would be made available to the Implementing Agency for gun law enforcement and violent crime reduction activities.

SECTION 9. REPORTING AND EVALUATION REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter;
- and any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including but not limited to the provision of any information required for the assessment or evaluation of any program activities. The Implementing Agency agrees to comply with Office of Justice Program guidelines for the evaluation of programs. The Implementing Agency also agrees to report any additional information required by the United States Attorney General, the Executive Office for United States Attorneys, and the Executive Director of the Authority.

SECTION 10. PROGRAM INCOME

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of Project Safe Neighborhoods. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

The Implementing Agency agrees to comply with the applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 13. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 15. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data

required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 16. CLOSE-OUT REQUIREMENTS

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

SECTION 17. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 18 of this agreement.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant funds through the Authority, upon request by the Authority as directed by BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

SECTION 18. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of

Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 20 and 26 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations (and Executive Order 13279); Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.

- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 19. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 20 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan as directed by the Authority; failure to submit an acceptable plan when required, may result in suspension and or termination of funding, until such time as compliance is made.

SECTION 20. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;

- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 21. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

The Implementing Agency shall adhere to all confidentiality provisions of 42 U.S.C. 3789(g) and 28 CFR Part 22, applicable to the collection, use, and revelation of data or information.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

SECTION 22. RELEASE OF CERTAIN INFORMATION AND DATA COLLECTION

The Implementing Agency agrees to cooperate with any assessments, national evaluation efforts, or information or data collection request. The request includes but will not be limited to the provision of any information required for the assessment or evaluation of any activities within this project.

Additionally, the Implementing Agency agrees to participate in a data collection process measuring outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.

SECTION 23. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 24. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds,

regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 25. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 26. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Crime Control Act of 1990, the Project Safe Neighborhoods Tool Kit, the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), the Illinois Procurement Code (30 ILCS 500), the State Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.), Authority Federal Grant Financial Guidelines, and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

As applicable, the Implementing Agency shall operate in conformance with the following State drug laws and rules:

- The following Acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150;
- Such rules and regulations as the Department of State Police establishes pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5;
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

As applicable, the Implementing Agency shall comply with the Illinois Law Enforcement Information Network (ILEIN) by providing any information which ILEIN may require and with all the rules promulgated in relation thereto.

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 29. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 31. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of

paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 32. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal funds, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal funds, and (2) the dollar amount of federal funds for the project or program.

SECTION 33. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 34. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal funds, no later than 90 days from the start date of this agreement, and no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit copies to the Authority, the number of which will be specified by the Authority, of the final publication no later than 25 days prior to release of the final publication.

Requests for exceptions from these rules must be submitted in writing to the Authority, and may be approved by the Authority under exceptional circumstances.

Any such publication shall contain the following statement:

"This project was supported by Grant 2008-GP-CX-0021 awarded by the Bureau of Justice Assistance through the Illinois Criminal Justice Information Authority. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, and the Office for Victims of Crime. Points of view or opinions contained within this document are those of the author and do not represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

In addition, unless otherwise directed by the Authority, the Implementing Agency must include the Project Safe Neighborhoods logo in the publication. The logo may be found at <http://www.psn.gov>.

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean on behalf of Task Force 6

Taxpayer Identification Number:

Employer Identification Number 37-6001569

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check all that apply):

| | |
|--|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt /Hospital/Extended Care Facility |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Medical Corporation |

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

Partnership/Legal Corporation Pharmacy/Funeral Home/Cemetery Corporation
 Corporation Medical Corporation
 Government Pharmacy (non-corporate)
 Estate or Trust Non-profit Corporation
 Non-profit Corporation/ Tax Exempt

(Implementing Agency marking tax exempt shall supply the Authority with a copy of their determination letter showing their 501(c)(3) status.)

SECTION 35. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.609 Community Prosecution and Project Safe Neighborhoods (Community Prosecution Program)
- Grant Award Name and Number: FFY 08 Project Safe Neighborhoods (2008-GP-CX-0021)
- Grant Award Year: Federal Fiscal Year 2008

SECTION 36. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency agrees to comply with all requirements, 2 C.F.R. §33.200, and finalized guidelines that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. In furtherance, thereof, the Implementing Agency agrees to comply with the following:

- a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 05-742-8943

SECTION 37. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating

required by 28 CFR Part 23.40(b).

SECTION 39. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 40. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 41. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 42. EQUIPMENT REQUIREMENTS

If, for an item of equipment described in Exhibit B that is to be federally funded, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using federal funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 43. INFORMATION TECHNOLOGY REQUIREMENTS

If for an item or services, listed in Exhibit B, is for networking or information technology (IT) system which involves information sharing system with interstate connectivity between jurisdiction shall to the extent possible use existing networks as the communication backbone. Unless the Implementing Agency can demonstrate to the satisfaction of the Authority that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

The Implementing Agency, if they are not going to use existing networks and IT systems, should provide documentation to demonstrate the above conditions. This documentation should be provided at the time of the grant documentation submission. If it only becomes apparent after the start of the grant period that above conditions for not using existing networks and IT systems is not feasible then documentation shall be provided to the Authority for approval prior to begin work.

The Authority's Illinois Integrated Justice Information System's Project manager, at 312-793-8550, should receive written notification regarding any information technology project funded by this grant. The Implementing Agency must maintain an administrative file documenting the meeting of this requirement.

SECTION 44. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, quarterly fiscal reports, quarterly progress reports and all reports included in the closeout materials. The quarterly fiscal and progress reports are due not more than 15 days after the end of the quarter unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 45 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

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 |

| | |
|--|--|
| <ul style="list-style-type: none"> ➤ Arrest 12 or more offenders for felony charges with gang affiliation or criminal affiliations with street gangs and/or similar activity. | <ul style="list-style-type: none"> ➤ Number of felony arrests made ➤ Charges filed for each arrestee |
| <ul style="list-style-type: none"> ➤ Seize 10 or more weapons | <ul style="list-style-type: none"> ➤ Number of weapons seized. |
| <ul style="list-style-type: none"> ➤ Arrest 100 suspects for drug-related and firearms related offenses. | <ul style="list-style-type: none"> ➤ 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 |

| EQUIPMENT Item | Cost Per Unit | # of Units | Pro-rated Share | Federal Amount |
|--|---------------|------------|--------------------|--------------------|
| Video/Audio Undercover Surveillance System (system capable of recording video & audio as well as transmit this data to officers on surveillance) | \$ 7,000.00 | 1.00 | | \$ 7,000.00 |
| Laptop and Air Card (mechanism used to capture the video & audio transmissions) | \$ 1,518.00 | 1.00 | | \$ 1,518.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| TOTAL EQUIPMENT COST | | | | \$ 8,518.00 |

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

(See Attached Budget Instructions)

The purchase of the video/audio undercover surveillance system 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. the estimated cost for this system is \$7,000.

In order to capture the transmission, Task Force 6 will purchase a laptop computer system and associated air card. The estimated cost for a lap top with sufficient memory and processing speed to handle transmission and the air card necessary for wireless reception of the transmission is \$1,518.

| 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.

| | <u>Federal Amount</u> |
|--------------------|---------------------------|
| 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 |

October 31, 2008

INSTRUCTIONS TO BIDDERS

Sheriff's Office Uniform & Equipment Purchases
For The One Year Period of February 1, 2009 to January 31, 2010

Purchasers: Purchasers are the McLean County Sheriff's Office, 104 W. Front St.,
Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.
Contact person: Support Services Commander, Lt. Brent Wick

Mandatory Vendor Information

Name of company submitting formal quote: Ray O'Herron Co., Inc.
 Printed name of authorizing agent submitting quote: Ray O'Herron
 Signature of authorizing agent submitting Quote: Ray O'Herron
 Date quote proposal submitted: 12-3-08
 Company address: 3549 N. Vermilion St., P.O. Box 1070
Danville, IL 61834-1070

Company Contact Telephone Number: 800-223-2097
 Company Contact Email Address: rayoherron@oherron.com
 Company Contact FAX Number: 888-223-3235

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Office and shall be enclosed in a sealed envelope marked as follows:

"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Office"

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the **McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702**, by 10:00am on Friday, December 19th, 2008. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Office.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

L. B. Wick 12-19-08 @ 10:03

Chris Colan

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2009 to January 31, 2010 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Office) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if **the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.**

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Office. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Office as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Office by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done in the Sheriff's Office at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Office reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. **Vendors are asked to not bid on this contract if they do not have a complete inventory of a specific item in stock, and do not intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract for a specific item if you don't have the inventory stock.**

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Brent Wick at : (309) 888-5034 Monday through Friday, 8:30a.m. to 4:30p.m. , Fax: (309) 888-5072 or e-mail: brent.wick@mcleancountyil.gov

Vendors **do not** have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

Police & Correctional Officer's Uniform Category

You may bid another brand as long as the substituted models & brands are approved by Lt. Wick prior to the bid opening and they are comparable to the particular brand and model listed below. **If you substitute a brand please note it clearly so we know exactly what you propose as a substitute.**

| Amount | Command Staff Uniform: |
|---------------|---|
| \$ 38.00 | Command White S.S. Shirt Flying Cross #95R6600 |
| \$ 42.00 | Command White L.S. Shirt Flying Cross #45W6600 |
| \$ 25.50 | Blauer White S.S. Class Act Shirt #8421 |
| \$ 29.00 | Blauer White L.S. Class Act Shirt #8431 |
| \$ 54.00 | Deputy Pants: Horace Small Pink Tan HS2136 w/Dark Brown Braid |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| | Deputy Class 'A' Uniform: |
| \$ 259.00 | Blauer Jacket 9910Z Brown Cruiser Jacket w/CROSSTECH Fabric |
| \$ 56.00 | Blauer 6030 Lightweight IKE-Length Wind Breaker (Brown) |
| \$ 21.00 | Rainfair yellow raincoat #2100-8000 |
| \$ 5.95 | Necktie break away clip-on in silver tan or corrections gray |
| \$ 49.00 | Midway 5-Star hat (with all accessories including cover matching pant material) |
| \$ 5.95 | Replacement Midway hat accessories, Silver, or Gold snake band w/buttons |
| \$ 19.95 | Blauer Trooper Hat #5110-BR Brown, #5110-NB Navy |
| \$ 10.50 | Black Stocking Cap #125-BK |
| \$ 59.00 | Blauer Model 210, 100% wool sweater in brown or blue with badge tab & epaulets |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| | Boots / Shoes |
| \$ 74.00 | Bates Lightweight men's/ womens shoes in clarino Model #942 / #742 |
| \$ 94.00 | Bates Chukka leather shoe Model 78 |
| \$ 94.00 | Bates GX-8 Gortex Side Zip Waterproof |
| \$ 85.00 | Bates GX-4 Gortex Side Zip Waterproof |
| \$ 74.00 | Converse 6" black boot #C866 Side Zip Waterproof |
| \$ 104.00 | 5.11 A.T.A.C 8" Storm Boot Waterproof #12004 |
| \$ 95.00 | 5.11 A.T.A.C 8" Boot #12001 |
| \$ | |
| \$ | |
| \$ | |
| \$ | |

Uniforms Cont.

| Corrections Uniform: | |
|-----------------------------|---|
| \$ 69.00 | Blauer #225 Fleece Lined V-Neck Sweater (Navy) |
| \$ 99.00 | Blauer #6120 3-Season Bomber Jacket with B.DRY (Navy) |
| \$ 43.00 | Flying Cross S.S. Shirt #97R6686 (Navy) |
| \$ 49.00 | Flying Cross L.S. Shirt #47W6686 (Navy) |
| \$ 41.00 | Fechheimer pants #32230 (Navy) |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| Uniform: Class "B" | |
| \$ 37.00 | Blauer Streetgear SS shirt #8713 in Brown/ Navy/ Tan, Poly/Cotton |
| \$ 41.00 | Blauer Streetgear LS shirt #8703 in Brown/ Navy/ Tan, Poly/Cotton |
| \$ 47.95 | Blauer Streetgear LS shirt #8900 in Brown/Navy/Tan, Rayon Blend |
| \$ 41.95 | Blauer Streetgear SS shirt #8910 in Brown/Navy/Tan, Rayon Blend |
| \$ 52.00 | Blauer Streetgear 8810 pants in Brown/ Navy, Poly/Cotton |
| \$ 57.00 | Blauer Streetgear 8980 pants in Brown/ Navy, Rayon Blend |
| \$ | |
| \$ | |
| \$ | |
| \$ | |

TOTAL FOR UNIFORM CATEGORY \$ 1,872.75

POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is High Gloss finish. The Sheriff's Office is also using Nylon duty gear now. We will certainly consider other brands of equal or superior quality in both styles. Please denote exactly what brand and model you are bidding if you substitute.

| Amount | Police Leather: |
|----------|--|
| \$ 51.00 | Safariland 87V duty belt in High Gloss w/buckle (silver or gold) |
| \$ 27.00 | Inner velcro garrison belt in High Gloss #99 |
| \$ 21.95 | Stallion OTCC "open top cuff case" w/black snapin High Gloss |
| \$ 2.25 | 2 snap belt keepers (silver or gold) in High Gloss |
| \$ 12.50 | Latex surgical glove pouch #33-9V in High Gloss |
| \$ 26.00 | Double snap magazine pouch (hidden, silver or gold) in High Gloss |
| \$ 22.00 | Closed top carrier STN-3 for Stinger flashlight in High Gloss |
| \$ 19.00 | Boston Leather 5487 (5") portable radio carrier in High Gloss / Nylon |
| \$115.00 | Safariland SS-III Safety Holster #070 in High Gloss/ STX |
| \$110.00 | Safariland 6360 SLS/ALS Holster in High Gloss/ STX |
| \$ 94.00 | Safariland Top Gun Model #200 in High Gloss |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| | Nylon Duty Gear: |
| \$ 18.95 | Bianchi Patrol Tec duty belt #8100 |
| \$ 14.00 | Bianchi Patrol Tec inner belt #8105 |
| \$ 8.00 | Bianchi Patrol Tec 2 snap keepers 4 pack #8006 |
| \$ 19.95 | Bianchi Patrol Tec double snap magazine pouch (vertical or horizontal) |
| \$ 12.95 | Bianchi Patrol Tec top flap cuff case #8000 |
| \$ 11.50 | Bianchi Patrol Tec open top cuff case #8034 |
| \$ 12.95 | Bianchi Patrol Tec pepper spray holder (MKIII) |
| \$ 12.95 | Bianchi Patrol Tec pepper spray holder (MKIV) |
| \$ 12.00 | Bianchi Patrol Tec Stinger flashlight holder (closed top) #8011 |
| \$ 10.50 | Bianchi Patrol Tec Stinger flashlight holder (open top) |
| \$ 13.00 | Bianchi Patrol Tec ASP baton holder |
| \$ | |
| \$ | |
| \$ | |
| \$ | |

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 647.45

BADGE CATEGORY

Blackinton is the only badge we will accept in this category. No substitutes here please.

| Amount | Badges: |
|---------------|---|
| \$ 61.00 | Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener. |
| \$ 82.00 | Same as above but in HiGlow finish |
| \$ 69.00 | Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back. Top ("Sheriff's Police") Bottom ("McLean County") |
| \$ 96.00 | Shirt Badge #B1004 (as above) w/extra top panel "SERGEANT" spelled out in HiGlow finish |
| \$ 79.00 | Shirt Badge #B1277 w/black letters, full color state shield with HiGlow finish w/pin back. ("Lieutenant" on lower panel) |
| \$ 98.00 | Badge #B879 Shield w/black lettering, full color state seal w/HiGlow finish and clip back (Specify "Lieutenant" or "Detective" on upper panel) |
| \$ 16.50 | Tie Bar #A3271 w/ deputy badge in either gold or silver color finish |
| \$ 13.00 | Namebar #A2450 in Rhodium finish |
| \$ 17.00 | Same as above but in HiGlow finish |
| \$ 16.00 | "Serving Since" bar #1693 in gold or silver finish |
| \$ 15.95 | Lt. Bars "small" # A1973HG |
| \$ 21.00 | Badge Cases for B879 |
| \$ 21.00 | Badge Cases for B1004 |
| \$ 21.00 | Badge Cases for B1277 |

TOTAL FOR THE BADGE CATEGORY: \$ 626.45

POLICE BODY ARMOR CATEGORY

No substitutes will be accepted in this category.

| Amount | Body Armor: |
|---------------|--|
| \$ 579.00 | Protective Products International Body Armor Centennial Model w/soft trama insert & additional carrier Armorlite TG Centennial is discontinued |
| \$ 59.00 | Replacement Carrier (Brown/ Navy) for the above listed vest |
| \$ | |
| \$ | |

OR,

If the above vest is not available please provide specifications and cost on a comparable vest of a reputable manufacturer.

SUB TOTAL FOR POLICE BODY ARMOR

\$ 638.00

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Wick must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

| Amount | Miscellaneous Police Equipment: |
|--------------|--|
| \$ 35.95 | Hiatt Chain Handcuffs in Colors |
| \$ 35.95 | ASP Tactical Chain Handcuffs in Black |
| \$ 35.95 | ASP Tactical Chain Handcuffs in Colors |
| \$ 26.50 | Peerless PSN handcuffs #4710 |
| \$ 94.00 | Premier Crown Riot Helmet Model 900 with full riot pkg in Brown/Navy |
| \$ 24.00 | Replacement Model 900 face shield #FS2 |
| \$ 21.00 | Replacement interior liner & sizing kit for Premier 900 ILK1 |
| \$ 22.00 | Saunders Aluminum Report Writing Board – A-Holder #10017 |
| \$ 18.50 | Saunders Aluminum Ticket Writing Board #10006 |
| \$ 230.00 | Barrier tape (1000' roll) "Sheriff's line do not cross" |
| \$ 65.00 | Red Flares w/spikes #2730-30 minute (per gross) |
| \$ 43.00 | Blauer breakaway traffic vest #339S W/SHERIFF |
| \$ 67.00 | ASP Expandable Baton Model #F-21-B |
| \$ 71.00 | ASP Expandable Baton Model #F-26-B |
| \$ 24.50 | NIK Narcotics Test Kit "G" #6077 |
| \$ 24.50 | NIK Narcotics Test Kit "E" #6075 |
| \$ 119.00 | Streamlight SL-20x with DC & AC charger #26010 |
| \$ 32.00 | Streamlight Ni-Cad Battery stick for SL-20x |
| \$ 12.95 | Streamlight replacement bulb/lamp module for SL-20x |
| \$ 13.50 | Streamlight SL-20x Charger Sleeve both AC and DC |
| \$ 91.00 | Streamlight Stinger flashlight AC75001 |
| \$ 12.95 | Streamlight Stinger replacement bulbs |
| \$ No Charge | Streamlight Stinger replacement switch |
| \$ 24.00 | Streamlight Stinger replacement battery |
| \$ 98.00 | Streamlight Stinger Charger both AC and DC |
| \$ 5.95 | Disposable Emergency Blanket |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |

MISCELLANEOUS POLICE EQUIPMENT CONTINUED:

| | |
|-----------|---|
| \$ 29.00 | Red/Blue Gun training aids (Glock .40 - Gov.45 - S&W.45) |
| \$ 21.95 | Ear Protection #90561 Earmuff style |
| \$ 4.50 | Shooting safety glasses |
| \$ 30.00 | Outer's firearms target 3/4" pasters (20 roll carton) |
| \$ 25.00 | Realistic targets |
| \$ 125.00 | Flex-Cuf's per order of 100 (#5010) |
| \$ 809.95 | Taser X26 weapon black w/Yellow |
| \$ 17.97 | Replacement cartridge for X26 taser (15 feet) |
| \$ 22.97 | Replacement cartridge for X26 taser (XP-25 feet) |
| \$ 29.95 | Taser digital power magazine (DPM) for X26 taser |
| \$ 49.95 | Blade-Tech X26 taser holster #44952 |
| \$ 44.00 | Blackhawk Serpa Holster for TASER X26 |
| \$ 43.00 | Blackhawk CQC Serpa Holster w/Belt loop and Paddle |
| \$ 39.95 | Uncle Mike's Tac Bag #5249-1 |
| \$ 59.00 | Hatch Gloves SOG HK300 in black |
| \$ 16.95 | Damascus Knee Pads #DKP-1 |
| \$ 11.95 | Damascus Elbow Pads #DEP-1 |
| \$ 265.00 | Ballistic Helmet, Level 3 in Black |
| \$ 72.00 | ESS NVG Goggles in Black |
| \$ 41.00 | ESS ICE 2.4 Glasses ANSI Z87 and OSHA approved |
| \$ 995.00 | Corrections Head to Knee Riot Shield w/SHERIFF |
| \$ 65.00 | Corrections Shin Guards in Black |
| \$ 22.50 | Corrections Open Finger Padded Tactical Gloves in Black |
| \$ 73.00 | Corrections Upper Body protection system in Black w/ groin & tailbone protection. |
| \$ 41.00 | Camelbak Sabre in Black |
| | |
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| | |

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$4,203.79

Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Bids sent to:

Galls Incorporated

Attn: Tyler Stewart
2680 Palumbo Drive
Lexington, Kentucky 40509

10-8 Outfitters

Attn: Stephen Stewart
1206 Towanda Plaza Suite 1
Bloomington, Illinois 61701

Ray O'Herron Co. Inc

Attn: Bids/Contracts
3549 N. Vermilion
P.O. Box 1070
Danville, Illinois 61834-1070

October 31, 2008

INSTRUCTIONS TO BIDDERS

Sheriff's Office Uniform & Equipment Purchases
For The One Year Period of February 1, 2009 to January 31, 2010

Purchasers: Purchasers are the McLean County Sheriff's Office, 104 W. Front St.,
Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400.
Contact person: Support Services Commander, Lt. Brent Wick

Mandatory Vendor Information

Name of company submitting formal quote: 10-8 Outfitters
Printed name of authorizing agent submitting quote: Stephen Stewart
Signature of authorizing agent submitting Quote: *Stephen Stewart*
Date quote proposal submitted: 12/19/08
Company address 1206 Towanda Ave Suite 1
Bloomington, IL 61701
Company Contact Telephone Number: 309-820-1008
Company Contact Email Address: stephen@10-8outfitters.com
Company Contact FAX Number: 309-820-1008

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Office and shall be enclosed in a sealed envelope marked as follows:

"Proposal for uniforms & equipment purchases for the McLean County Sheriff's Office"

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the **McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702**, by 10:00am on Friday, December 19th, 2008. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Office.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

H. Bluhm 12-19-08 @ 10:03
Chris Colaw

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2009 to January 31, 2010 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Office) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if *the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.*

Vendors must agree to ship all ordered items within 21 days of receiving orders from the Sheriff's Office. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Office as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Office by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done in the Sheriff's Office at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Office reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. **Vendors are asked to not bid on this contract if they do not have a complete inventory of a specific item in stock, and do not intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract for a specific item if you don't have the inventory stock.**

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Brent Wick at : (309) 888-5034 Monday through Friday, 8:30a.m. to 4:30p.m. , Fax: (309) 888-5072 or e-mail: brent.wick@mcleancountyil.gov

Vendors **do not** have to bid on all categories of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

Police & Correctional Officer's Uniform Category

You may bid another brand as long as the substituted models & brands are approved by Lt. Wick prior to the bid opening and they are comparable to the particular brand and model listed below. **If you substitute a brand please note it clearly so we know exactly what you propose as a substitute.**

| Amount | Command Staff Uniform: |
|---------------|---|
| \$ 38.00 | Command White S.S. Shirt Flying Cross #95R6600 Perfection 2300WH |
| \$ 40.00 | Command White L.S. Shirt Flying Cross #45W6600 Perfection 2000WH |
| \$ 28.00 | Blauer White S.S. Class Act Shirt #8421 Perfection 1300WH |
| \$ 26.00 | Blauer White L.S. Class Act Shirt #8431 Perfection 1000WH |
| \$ | Deputy Pants: Horace Small Pink Tan HS2136 w/Dark Brown Braid |
| \$ 39.00 | Perfection New Traditions 2600ST (Silver Tan) 100% Poly Pants |
| \$ | |
| \$ | |
| \$ | |
| | Deputy Class 'A' Uniform: |
| \$ no bid | Blauer Jacket 9910Z Brown Cruiser Jacket w/CROSSTECH Fabric |
| \$ no bid | Blauer 6030 Lightweight IKE-Length Wind Breaker (Brown) |
| \$ no bid | Rainfair yellow raincoat #2100-8000 |
| \$ no bid | Necktie break away clip-on in silver tan or corrections gray |
| \$ 49.00 | Midway 5-Star hat (with all accessories including cover matching pant material) |
| \$ 8.00 | Replacement Midway hat accessories, Silver, or Gold snake band w/buttons |
| \$ 22.00 | Blauer Trooper Hat #5110-BR Brown, #5110-NB Navy Bayle #9982, #9917 |
| \$ 8.45 | Black Stocking Cap |
| \$ | Blauer Model 210, 100% wool sweater in brown or blue with badge tab & epaulets |
| \$ 40.00 | Liberty "Top Brass" Commando Style Sweater |
| \$ | |
| \$ | |
| \$ | |
| | Boots / Shoes |
| \$ 69.00 | Bates Lightweight men's/ womens shoes in clarino Model #942 / #742 |
| \$ 100.00 | Bates Chukka leather shoe Model 78 |
| \$ 100.00 | Bates GX-8 Gortex Side Zip Waterproof |
| \$ 88.00 | Bates GX-4 Gortex Side Zip Waterproof |
| \$ No bid | Converse 6" black boot #C866 Side Zip Waterproof |
| \$ 98.00 | 5.11 A.T.A.C 8" Storm Boot Waterproof |
| \$ 84.00 | 5.11 A.T.A.C 8" Boot |
| \$ | |
| \$ | |
| \$ | |
| \$ | |

Uniforms Cont.

| | |
|-----------|---|
| | Corrections Uniform: |
| \$ 40.00 | Blauer #225 Fleece Lined V-Neck Sweater (Navy) Liberty "Top Brass" Commando Sweater |
| \$ 125.00 | Blauer #6120 3-Season Bomber Jacket with B.DRY (Navy) Proper Defender Alpha |
| \$ 34.00 | Flying Cross S.S. Shirt #97R6686 (Navy) / Perfection 2340DN |
| \$ 36.00 | Flying Cross L.S. Shirt #47W6686 (Navy) Perfection 2040DN |
| \$ 34.00 | Fechheimer pants #32230 (Navy) Perfection 1700DN |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| | Uniform: Class "B" both Patrol and Corrections |
| \$ | Blauer Streetgear SS shirt #8713 in Brown/ Navy/ Tan, Poly/Cotton |
| \$ | Blauer Streetgear LS shirt #8703 in Brown/ Navy/ Tan, Poly/Cotton |
| \$ | Blauer Streetgear LS shirt #8900 in Brown/Navy/Tan, Rayon Blend |
| \$ | Blauer Streetgear SS shirt #8910 in Brown/Navy/Tan, Rayon Blend |
| \$ | Blauer Streetgear 8810 pants in Brown/ Navy, Poly/Cotton |
| \$ no bid | Blauer Streetgear 8980 pants in Brown/ Navy, Rayon Blend |
| \$ 43.00 | Perfection Matrix SS Shirt 1825DN 1825BN 1825ST Poly/Cotton |
| \$ 45.50 | Perfection Matrix LS Shirt 1525DN 1525BN 1525ST Poly/Cotton |
| \$ 59.00 | Perfection Stratus SS Shirt 3345DN 3325DB 3325ST Poly/Rayon |
| \$ 64.00 | Perfection Stratus LS Shirt 3045DN 3025DB 3025ST Poly/Rayon |
| \$ 54.00 | Perfection Matrix Pants 1775DN 1775BN 1775ST Poly/Cotton |

TOTAL FOR UNIFORM CATEGORY \$ 1368.95

POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is High Gloss finish. The Sheriff's Office is also using Nylon duty gear now. We will certainly consider other brands of equal or superior quality in both styles. Please denote exactly what brand and model you are bidding if you substitute.

| Amount | Police Leather: |
|-----------|--|
| \$ 68.00 | Safariland 87V duty belt in High Gloss w/buckle (silver or gold) |
| \$ 20.00 | Inner velcro garrison belt in High Gloss |
| \$ 22.00 | Stallion OTCC "open top cuff case" w/black snapin High Gloss |
| \$ 3.00 | 2 snap belt keepers (silver or gold) in High Gloss |
| \$ 10.50 | Latex surgical glove pouch #33-9V in High Gloss |
| \$ 40.00 | Double snap magazine pouch (hidden, silver or gold) in High Gloss |
| \$ 21.00 | Closed top carrier STN-3 for Stinger flashlight in High Gloss (Boston Leather) |
| \$ 21.00 | Boston Leather 5487 (5") portable radio carrier in High Gloss / Nylon |
| \$ 135.00 | Safariland SS-III Safety Holster #070 in High Gloss/ STX |
| \$ 128.00 | Safariland 6360 SLS/ALS Holster in High Gloss/ STX STX \$100.00 |
| \$ 105.00 | Safariland Top Gun Model #200 in High Gloss |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| | Nylon Duty Gear: |
| \$ 24.50 | Bianchi Patrol Tec duty belt |
| \$ 15.00 | Bianchi Patrol Tec inner belt |
| \$ 8.00 | Bianchi Patrol Tec 2 snap keepers 4 pack |
| \$ 21.00 | Bianchi Patrol Tec double snap magazine pouch (vertical or horizontal) |
| \$ 12.50 | Bianchi Patrol Tec top flap cuff case |
| \$ 12.50 | Bianchi Patrol Tec open top cuff case |
| \$ 12.50 | Bianchi Patrol Tec pepper spray holder (MKIII) |
| \$ 12.50 | Bianchi Patrol Tec pepper spray holder (MKIV) |
| \$ 12.50 | Bianchi Patrol Tec Stinger flashlight holder (closed top) |
| \$ 12.50 | Bianchi Patrol Tec Stinger flashlight holder (open top) |
| \$ 12.50 | Bianchi Patrol Tec ASP baton holder |
| \$ | |
| \$ | |
| \$ | |
| \$ | |

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 729.50

BADGE CATEGORY

Blackinton is the only badge we will accept in this category. No substitutes here please.

| Amount | Badges: |
|---------------|---|
| \$ | Hat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener. |
| \$ | Same as above but in HiGlow finish |
| \$ | Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back. Top ("Sheriff's Police") Bottom ("McLean County") |
| \$ | Shirt Badge #B1004 (as above) w/extra top panel "SERGEANT" spelled out in HiGlow finish |
| \$ | Shirt Badge #B1277 w/black letters, full color state shield with HiGlow finish w/pin back. ("Lieutenant" on lower panel) |
| \$ | Badge #B879 Shield w/black lettering, full color state seal w/HiGlow finish and clip back (Specify "Lieutenant" or "Detective" on upper panel) |
| \$ | Tie Bar #A3271 w/ deputy badge in either gold or silver color finish |
| \$ | Namebar #A2450 in Rhodium finish |
| \$ | Same as above but in HiGlow finish |
| \$ | "Serving Since" bar #1693 in gold or silver finish |
| \$ | Lt. Bars "small" # A1973HG |
| \$ 14.00 | Badge Cases for B879 Boston Leather 100 Series |
| \$ 14.00 | Badge Cases for B1004 " " |
| \$ 14.00 | Badge Cases for B1277 " " |

TOTAL FOR THE BADGE CATEGORY: \$ 42.00

POLICE BODY ARMOR CATEGORY

No substitutes will be accepted in this category.

| Amount | Body Armor: |
|---------------|--|
| \$ | Protective Products International Body Armor Centennial Model w/soft trama insert & additional carrier |
| \$ | Replacement Carrier (Brown/ Navy) for the above listed vest |
| \$ | |
| \$ | |

OR,

If the above vest is not available please provide specifications and cost on a comparable vest of a reputable manufacturer.

Valley Operational Wear (Op Wear)

Level II Legends Series with 2 B- Cool carriers and 5x8 Soft Trauma insert \$550.00

Additional B- Cool Carrier \$135.00

SUB TOTAL FOR POLICE BODY ARMOR \$ 685.00

MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Wick must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

| Amount | Miscellaneous Police Equipment: |
|---------------|---|
| \$ 34.00 | Hiatt Chain Handcuffs in Colors |
| \$ 33.00 | ASP Tactical Chain Handcuffs in Black |
| \$ 38.00 | ASP Tactical Chain Handcuffs in Colors |
| \$ 25.00 | Peerless PSN handcuffs #4710 |
| \$ 107.00 | Premier Crown Riot Helmet Model 900 with full riot pkg in Brown/Navy |
| \$ 30.00 | Replacement Model 900 face shield #FS2 |
| \$ 24.00 | Replacement interior liner & sizing kit for Premier 900 ILK1 |
| \$ 25.00 | Saunders Aluminum Report Writing Board – A-Holder #10017 |
| \$ 21.00 | Saunders Aluminum Ticket Writing Board #10006 |
| \$ 8.50 | Barrier tape (1000' roll) "Sheriff's line do not cross" |
| \$ no bid | Red Flares w/spikes #2730-30 minute (per gross) |
| \$ 24.25 | Blauer breakaway traffic vest #339S W/SHERIFF (Alternate item, Premier Ansi L2 "SHERIFF") |
| \$ 65.00 | ASP Expandable Baton Model #F-21-B |
| \$ 70.00 | ASP Expandable Baton Model #F-26-B |
| \$ 25.00 | NIK Narcotics Test Kit "G" #6077 |
| \$ 25.00 | NIK Narcotics Test Kit "E" #6075 |
| \$ 120.00 | Streamlight SL-20x with DC & AC charger |
| \$ 36.00 | Streamlight Ni-Cad Battery stick for SL-20x |
| \$ 13.00 | Streamlight replacement bulb/lamp module for SL-20x |
| \$ 11.50 | Streamlight SL-20x Charger Sleeve both AC and DC |
| \$ 91.00 | Streamlight Stinger flashlight AC75001 |
| \$ 9.00 | Streamlight Stinger replacement bulbs |
| \$ 11.50 | Streamlight Stinger replacement switch |
| \$ 16.00 | Streamlight Stinger replacement battery |
| \$ 16.00 | Streamlight Stinger Charger both AC and DC |
| \$ 4.00 | Disposable Emergency Blanket |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |
| \$ | |

MISCELLANEOUS POLICE EQUIPMENT CONTINUED:

| | |
|-----------|---|
| \$ 38.00 | Red/Blue Gun training aids (Glock .40 - Gov.45 - S&W.45) |
| \$ 14.00 | Ear Protection #90561 Earmuff style |
| \$ 4.00 | Shooting safety glasses |
| \$ 8.00 | Outer's firearms target 3/4" pasters (20 roll carton) per roll of 1000 |
| \$ 77.00 | Realistic targets |
| \$ 120.00 | Flex-Cuf's per order of 100 (#5010) |
| \$ no bid | Taser X26 weapon black w/Yellow |
| \$ no bid | Replacement cartridge for X26 taser (15 feet) |
| \$ no bid | Replacement cartridge for X26 taser (XP-25 feet) |
| \$ no bid | Taser digital power magazine (DPM) for X26 taser |
| \$ no bid | Blade-Tech X26 taser holster #44952 |
| \$ 40.00 | Blackhawk Serpa Holster for TASER X26 |
| \$ 40.00 | Blackhawk CQC Serpa Holster w/Belt loop and Paddle |
| \$ 40.00 | Uncle Mike's Tac Bag #5249-1 |
| \$ 48.00 | Hatch Gloves SOG HK300 in black |
| \$ 22.00 | Damascus Knee Pads #DKP-1 Hatch XTAK 100 |
| \$ 16.00 | Damascus Elbow Pads #DEP-1 Hatch XTAK 150 |
| \$ 355.00 | Ballistic Helmet, Level 3 in Black |
| \$ 68.00 | ESS NVG Goggles in Black |
| \$ 44.00 | ESS ICE 2.4 Glasses ANSI Z87 and OSHA approved |
| \$ 120.00 | Corrections Head to Knee Riot Shield w/SHERIFF |
| \$ 115.00 | Corrections Shin Guards in Black |
| \$ 65.00 | Corrections Open Finger Padded Tactical Gloves in Black |
| \$ 250.00 | Corrections Upper Body protection system in Black w/ groin & tailbone protection. |
| \$ 50.00 | Camelbak Sabre in Black |
| | |
| | |
| | |
| | |
| | |
| | |

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 2416.75

Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Bids sent to:

Galls Incorporated

Attn: Tyler Stewart
2680 Palumbo Drive
Lexington, Kentucky 40509

10-8 Outfitters

Attn: Stephen Stewart
1206 Towanda Plaza Suite 1
Bloomington, Illinois 61701

Ray O'Herron Co. Inc

Attn: Bids/Contracts
3549 N. Vermilion
P.O. Box 1070
Danville, Illinois 61834-1070

**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

MCDF Average Population
By Month 2008

| Month | January | February | March | April | May | June | July | August | Sept | October | Nov | Dec | Average |
|---------------------------|---------|----------|--------|--------|--------|--------|--------|--------|--------|---------|--------|--------|---------|
| Daily Total | 271.71 | 270.82 | 270.74 | 267.07 | 266.13 | 257.80 | 286.55 | 281.19 | 277.23 | 286.39 | 279.57 | 258.00 | 272.77 |
| In House | 213.32 | 217.57 | 215.10 | 208.50 | 206.35 | 208.47 | 216.19 | 214.55 | 214.80 | 216.61 | 211.20 | 213.11 | 212.98 |
| Female | 45.06 | 38.54 | 45.42 | 35.37 | 35.55 | 35.87 | 43.42 | 34.68 | 31.50 | 26.32 | 26.83 | 25.11 | 35.31 |
| Male | 226.65 | 232.21 | 225.00 | 230.10 | 230.61 | 221.93 | 243.13 | 246.52 | 245.03 | 260.06 | 252.73 | 232.89 | 237.24 |
| Spec Needs Female | 6.87 | 6.75 | 6.35 | 5.07 | 6.13 | 5.60 | 7.71 | 5.97 | 5.60 | 4.74 | 6.30 | 6.37 | 6.12 |
| Spec Needs Male | 18.32 | 19.39 | 18.77 | 17.97 | 16.23 | 15.63 | 18.00 | 18.06 | 19.57 | 22.00 | 18.10 | 14.95 | 18.08 |
| Str Sent Female | 13.52 | 7.68 | 11.68 | 8.20 | 7.61 | 6.87 | 7.23 | 8.10 | 9.17 | 8.65 | 10.17 | 12.26 | 9.26 |
| Str Sent Male | 49.52 | 61.29 | 51.81 | 43.27 | 42.10 | 33.10 | 37.58 | 40.29 | 42.10 | 50.55 | 50.80 | 50.84 | 46.10 |
| Weekender Work Rel Female | 4.90 | 9.29 | 11.42 | 7.13 | 5.13 | 6.20 | 6.35 | 5.16 | 1.90 | 1.81 | 1.70 | 0.21 | 5.10 |
| Weekender Work Rel Male | 18.87 | 22.07 | 25.61 | 37.37 | 34.42 | 33.00 | 34.10 | 36.10 | 34.23 | 37.74 | 41.17 | 31.74 | 32.20 |
| Other Fac Female | 7.71 | 3.29 | 5.58 | 3.83 | 5.65 | 4.27 | 8.13 | 3.52 | 1.03 | 1.00 | .17 | 0 | 3.68 |
| Other Fac Male | 37.74 | 32.21 | 30.45 | 31.47 | 31.77 | 25.70 | 38.32 | 40.58 | 43.10 | 44.26 | 43.83 | 25.53 | 35.41 |

MCDF-Fourth Quarter
Population Report
December
2008

| Date | Total | | IN House | Spec Needs | | Str. Sent | | Work Rel/Weekend | | Other Fac | |
|---------|--------|--------|----------|------------|-------|-----------|-------|------------------|-------|-----------|-------|
| | Pop | Male | | Female | Male | Female | Male | Female | Male | Female | Male |
| 1 | 265 | 239 | 26 | 7 | 16 | 10 | 45 | 0 | 36 | 0 | 35 |
| 2 | 270 | 242 | 28 | 8 | 17 | 11 | 51 | 0 | 36 | 0 | 32 |
| 3 | 265 | 238 | 27 | 5 | 14 | 12 | 52 | 1 | 35 | 0 | 31 |
| 4 | 268 | 240 | 28 | 7 | 15 | 12 | 51 | 1 | 35 | 0 | 27 |
| 5 | 260 | 233 | 27 | 7 | 12 | 13 | 53 | 1 | 35 | 0 | 19 |
| 6 | 271 | 241 | 30 | 7 | 22 | 12 | 52 | 1 | 35 | 0 | 25 |
| 7 | 261 | 234 | 27 | 7 | 19 | 13 | 51 | 0 | 35 | 0 | 25 |
| 8 | 266 | 239 | 27 | 8 | 16 | 12 | 52 | 0 | 34 | 0 | 25 |
| 9 | 256 | 227 | 29 | 8 | 14 | 12 | 52 | 0 | 33 | 0 | 25 |
| 10 | 250 | 225 | 25 | 7 | 11 | 13 | 52 | 0 | 33 | 0 | 24 |
| 11 | 253 | 230 | 23 | 6 | 11 | 13 | 50 | 0 | 33 | 0 | 23 |
| 12 | 254 | 229 | 25 | 7 | 13 | 13 | 47 | 0 | 31 | 0 | 19 |
| 13 | 265 | 241 | 24 | 7 | 17 | 13 | 57 | 0 | 31 | 0 | 27 |
| 14 | 263 | 240 | 23 | 6 | 20 | 14 | 55 | 0 | 30 | 0 | 27 |
| 15 | 255 | 232 | 23 | 6 | 16 | 14 | 53 | 0 | 19 | 0 | 27 |
| 16 | 256 | 233 | 23 | 5 | 12 | 14 | 54 | 0 | 29 | 0 | 27 |
| 17 | 242 | 221 | 21 | 3 | 10 | 12 | 49 | 0 | 28 | 0 | 24 |
| 18 | 246 | 223 | 23 | 6 | 15 | 12 | 48 | 0 | 28 | 0 | 23 |
| 19 | 236 | 218 | 18 | 4 | 14 | 8 | 42 | 0 | 27 | 0 | 20 |
| 20 | | | | | | | | | | | |
| 21 | | | | | | | | | | | |
| 22 | | | | | | | | | | | |
| 23 | | | | | | | | | | | |
| 24 | | | | | | | | | | | |
| 25 | | | | | | | | | | | |
| 26 | | | | | | | | | | | |
| 27 | | | | | | | | | | | |
| 28 | | | | | | | | | | | |
| 29 | | | | | | | | | | | |
| 30 | | | | | | | | | | | |
| 31 | | | | | | | | | | | |
| Total | 4902 | 4425 | 477 | 121 | 284 | 233 | 966 | 4 | 603 | 0 | 485 |
| Average | 258.00 | 232.89 | 25.11 | 6.37 | 14.95 | 12.26 | 50.84 | 0.21 | 31.74 | 0 | 25.53 |
| Dec-08 | | | | | | | | | | | |

**Office of the Coroner
McLean County
NOV 2008 REPORT**

| | NOV 2008 | NOV 2007 | TYTD 2008 | LYTD 2007 |
|-----------------------------|----------|----------|-----------|-----------|
| <i>Cases</i> | 101 | 66 | 894 | 771 |
| <i>Autopsies</i> | 7 | 12 | 103 | 119 |
| <i>Out/County Autopsies</i> | 25 | 20 | 219 | 216 |
| <i>Inquests</i> | 3 | 1 | 18 | 27 |
| <i>Coroner Rule</i> | 4 | 4 | 58 | 42 |

NOV TOTAL DEPOSITS

| | <u>Budget</u> | <u>Actual</u> |
|-------------------------------|---------------|---------------|
| <i>Copy Fees</i> | \$ 5,000.00 | 6,750.00 |
| <i>Morgue Fee</i> | 33,438.00 | 44,048.62 |
| <i>Reimb for Serv</i> | 250. | 1625.43 |
| <i>Paid to Facilities Mgt</i> | - | 8,972.00 |

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 0

Medical/Sudden death – 3

Homicide – 1

Other (pending tox. & autopsy results and/or inquest ruling) – 3
2 additional cases with no autopsy performed

OPEN DEATH INVESTIGATIONS

Traffic Crash – 0 Homicide – 2

Medical/Sudden death – 3 Other/Pending - 7

McLean County State's Attorney's Office 2008 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. YTD Total 2007 Total 2006 Total 2005 Total

CRIMINAL

| | | | | | | | | | | | | | | | | |
|------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|---------------|---------------|
| Felony | 114 | 146 | 85 | 125 | 125 | 101 | 177 | 103 | 130 | 85 | 122 | 106 | 1419 | 1413 | 1,277 | 1,251 |
| Misdemeanor | 174 | 233 | 172 | 275 | 253 | 197 | 344 | 184 | 336 | 166 | 249 | 210 | 2793 | 2565 | 2,501 | 2,406 |
| Asset Forfeiture | 9 | 23 | 5 | 16 | 12 | 6 | 6 | 9 | 19 | 5 | 9 | 13 | 132 | 125 | 167 | 129 |
| Mental Health | 14 | 12 | 12 | 14 | 8 | 9 | 16 | 16 | 23 | 20 | 19 | 9 | 172 | 198 | N/A | N/A |
| Family Totals | 54 | 63 | 41 | 67 | 63 | 46 | 87 | 83 | 40 | 34 | 55 | 54 | 687 | 751 | 751 | 684 |
| Family | 31 | 34 | 25 | 42 | 46 | 33 | 60 | 52 | 18 | 19 | 28 | 41 | 429 | 479 | 534 | 496 |
| Order of Protection | 23 | 29 | 16 | 25 | 17 | 13 | 27 | 31 | 22 | 15 | 27 | 13 | 258 | 272 | 217 | 188 |
| Juvenile Totals | 26 | 24 | 28 | 29 | 29 | 31 | 24 | 34 | 25 | 23 | 28 | 8 | 309 | 347 | 384 | 301 |
| Juvenile | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 3 | 3 | 1 | 13 |
| Juvenile Abuse | 13 | 12 | 24 | 17 | 4 | 23 | 8 | 11 | 8 | 12 | 18 | 1 | 151 | 190 | 245 | 142 |
| Juvenile Delinquency | 13 | 11 | 4 | 12 | 25 | 8 | 15 | 23 | 17 | 10 | 10 | 7 | 155 | 154 | 138 | 146 |
| Traffic Totals | 2,385 | 3,147 | 2,336 | 3,411 | 3,223 | 2,446 | 3,229 | 2,345 | 3,067 | 1,613 | 3,326 | 2,642 | 33,170 | 35,053 | 36,743 | 32,522 |
| Traffic | 2,289 | 3,077 | 2,269 | 3,316 | 3,151 | 2,387 | 3,136 | 2,276 | 2,992 | 1,568 | 3,252 | 2,576 | 32,289 | 34,199 | 35,836 | 31,661 |
| DUI Traffic | 96 | 70 | 67 | 95 | 72 | 59 | 93 | 69 | 75 | 45 | 74 | 66 | 881 | 854 | 907 | 861 |

CHILD SUPPORT

| | | | | | | | | | | | | | | | | |
|--------------------------------------|----|----|-----|-----|-----|----|----|----|-----|----|-----|----|------|------|-------|-------|
| Paternity cases filed | 9 | 2 | 9 | 16 | 10 | 6 | 8 | 11 | 4 | 4 | 8 | 3 | 90 | 131 | 188 | 167 |
| Paternity cases established | 4 | 6 | 11 | 4 | 14 | 5 | 4 | 9 | 0 | 9 | 8 | 6 | 80 | 102 | 88 | 62 |
| Paternalities excluded | 1 | 0 | 4 | 6 | 4 | 1 | 3 | 2 | 0 | 1 | 0 | 0 | 22 | 27 | 25 | 16 |
| Support Orders entered | 66 | 52 | 108 | 105 | 92 | 64 | 69 | 68 | 89 | 71 | 91 | 54 | 929 | 800 | 1,271 | 988 |
| Modification proceedings filed | 17 | 12 | 16 | 21 | 22 | 15 | 19 | 28 | 13 | 17 | 16 | 18 | 214 | 229 | 212 | 233 |
| Modification proceedings adjudicated | 19 | 8 | 30 | 25 | 14 | 10 | 22 | 16 | 12 | 9 | 1 | 11 | 177 | 205 | 170 | 110 |
| Enforcement actions filed | 46 | 44 | 68 | 79 | 56 | 49 | 62 | 55 | 24 | 35 | 53 | 39 | 610 | 595 | 708 | 555 |
| Enforcement actions adjudicated | 85 | 84 | 133 | 129 | 129 | 93 | 97 | 82 | 105 | 86 | 128 | 74 | 1225 | 1062 | 1,353 | 1,118 |
| Hearings set before Hearing Officer | 81 | 30 | 127 | 82 | 81 | 64 | 82 | 82 | 86 | 86 | 82 | 80 | 963 | 959 | 1,155 | 845 |
| Orders prepared by Hearing Officer | 74 | 30 | 126 | 80 | 79 | 63 | 79 | 80 | 85 | 80 | 82 | 80 | 938 | 866 | 1,020 | 733 |

2008 Projected = (2008 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

December 30, 2008

STATE'S ATTORNEY:

| | |
|---|------------------|
| Beginning Balance 01/01/2008 | \$ -21,518.23 |
| (Reflects \$80,000 transfer to General Fund 12/31/02) | |
| (Reflects \$30,000 transfer to General Fund 12/31/03) | |
| Revenue | <u>14,537.57</u> |
| Total Funds Available | \$ -6,980.66 |
| Expenditures | <u>4,851.24</u> |
| Fund Balance 12/30/2008 | \$ -11,831.90 |

SHERIFF:

| | |
|------------------------------|------------------|
| Beginning Balance 01/01/2008 | \$ 27,971.76 |
| Revenue | <u>33,363.90</u> |
| Total Funds Available | \$ 61,335.66 |
| Expenditures | <u>22,753.97</u> |
| Fund Balance 12/30/2008 | \$ 38,581.69 |

TOTAL FUND BALANCE \$ 26,749.79

January 5, 2009

McLean County Board
Justice and Public Safety Committee
Bloomington, IL 61701

Re: Monthly Caseload - MONTH ENDING November 30, 2008

Dear Committee Members:

Pursuant to statute, I am forwarding this report to your attention and I am causing a copy to be filed with the Circuit Clerk's office of McLean County.

During the above-mentioned time period, in the discharge of our duties to indigent persons in McLean County we have been assigned the following new cases in the area set forth. The activities in which we are involved differ in no substantial manner from those which have earlier been reported.

| CASE TYPES | MONTHLY TOTALS 2007 | MONTHLY TOTALS 2008 | YTD TOTALS 2007 | YTD TOTALS 2008 | % CHANGE YTD |
|----------------------------------|---------------------------|---------------------------|-----------------------|-----------------------|--------------------|
| FELONIES | 85 | 87 | 1030 | 1030 | 0% |
| MISDEMEANORS | 102 | 109 | 1266 | 1401 | 11% |
| DUI | 24 | 26 | 245 | 290 | 18% |
| TRAFFIC | 53 | 51 | 740 | 624 | <16%> |
| JUVENILE | 24 | 10 | 234 | 230 | <2%> |
| (DELINQUENT) | 13 | 6 | 117 | 130 | 11% |
| (ABUSE/NEGLECT) | 11 | 4 | 117 | 100 | <15%> |
| MENTAL HEALTH CASES | 1 | 4 | 77 | 57 | <26%> |
| Involuntary Commitment | 1 | 2 | 74 | 55 | <26%> |
| Medication Compliance Orders | 0 | 2 | 3 | 2 | <33%> |
| POST-CONVICTION & SVPCA CASES | 2 | 0 | 5 | 5 | 0% |
| TOTAL | 291 | 287 | 3597 | 3637 | 1% |

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING November 30, 2008**

| CASE TYPE | PUBLIC DEFENDER ATTORNEYS | NEW MONTHLY TOTALS | YTD TOTALS | NEW PTR/REVIEW TOTALS |
|-----------|---------------------------|--------------------|------------|-----------------------|
| F | RON LEWIS | 10 | 113 | 1 |
| F | JAMES TUSEK | 11 | 109 | 2 |
| F | CARLA HARVEY | 9 | 111 | 3 |
| F | BRIAN MCELDFOWNEY | 11 | 108 | 4 |
| F | JOHN WRIGHT-C | 6 | 68 | NA |
| F | TERRY DODDS-C | 5 | 68 | NA |
| F | DAVID RUMLEY-C | 4 | 64 | NA |
| F | KELLY HARMS | 21 | 284 | 2 |
| M | KELLY HARMS | 0 | 0 | 0 |
| F | MATTHEW KOETTERS | 0 | -2 | 0 |
| CM | MATTHEW KOETTERS | 0 | 116 | 0 |
| F | JENNIFER LOCKE | 1 | 20 | 0 |
| CM | JENNIFER LOCKE | 63 | 676 | 6 |
| F | AMY RUIPER | 0 | 4 | 2 |
| CM | AMY RUIPER | 46 | 596 | 3 |
| DUI | AMY RUIPER | 0 | 45 | 0 |
| TR | AMY RUIPER | 0 | 85 | 0 |
| DUI | BARBARA BAILEY | 10 | 146 | 0 |
| TR | BARBARA BAILEY | 28 | 316 | 1 |
| DUI | RACHELLE ROTH | 16 | 99 | 0 |
| TR | RACHELLE ROTH | 23 | 220 | 0 |
| JD | ART FELDMAN | 6 | 130 | 6 |
| JA | ROB KEIR | 2 | 66 | NA |
| JA | MATTHEW KOETTERS | 3 | 61 | NA |
| JA | ALAN NOVICK-C | 0 | 7 | NA |
| PC/SVP | KEITH DAVIS-C | 0 | 5 | NA |
| PVT | PRIVATE COUNSEL-CF | 9 | 137 | 0 |
| PVT | PRIVATE COUNSEL-CM | 11 | 77 | 0 |
| PVT | PVT COUNSEL-DUI/TR | 12 | 92 | 0 |
| W/D | WITHDRAWN-CF | 0 | 22 | 0 |
| W/D | WITHDRAWN-CM | 10 | 62 | 0 |
| W/D | WITHDRAWN-DUI/TR | 0 | 9 | 0 |

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

November 2008 DISPOSITIONS

| DISPOSITION | FELONY | MISDEMEANOR | TRAFFIC / DUI |
|-----------------------------|--------|-------------|---------------|
| PLEA / ORIGINAL OFFER | 45 | 51 | 34 |
| PLEA / LESSER | 23 | 0 | 0 |
| BENCH TRIAL / WIN | 0 | 1 | 0 |
| BENCH TRIAL / LOSS | 0 | 2 | 0 |
| JURY TRIAL / WIN | 0 | 1 | 0 |
| JURY TRIAL / LOSS | 0 | 1 | 0 |
| DISMISSED / UPFRONT | 4 | 3 | 2 |
| DISMISSED / TRIAL | 1 | 2 | 0 |
| KNOCKDOWN | 0 | 0 | 0 |
| DISMISSED PER PLEA | 0 | 6 | 6 |
| PRIVATE COUNSEL | 9 | 11 | 12 |
| PLEA / BLIND | 4 | 1 | 0 |
| REFILED AS FELONY | 0 | 0 | 0 |
| WITHDRAWN | 0 | 10 | 0 |
| DIRECTED VERDICT | 0 | 0 | 0 |
| P.D. DENIED/NOT RECOMMENDED | 0 | 7 | 0 |

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

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@mcleancoutyil.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: _____

Schedule: TrackerPAL II Equipment and Services

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 TPIL 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

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

7 Officer Supervision Unit, 3 PSI Officers, and 1 Intake Officer

Total Caseload – 883 (872 last month)

Average caseload per officer 126 (125 last month)

Presentence Reports Completed – 32 (39 last month) 61 pending reports

* Total Workload Hours Needed – 1472 (1518 last month)

** Total Hours Available - 1650.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (11 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -1.185 adult officers are needed.** (-0.878 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 160(159 last month)

Average caseload per officer 40 (40 last month)

Social History Reports Completed – 15 (2 last month)

* Total Workload Hours Needed –706.5 (595.5 last month)

** Total Hours Available 600.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 0.71 juvenile officers are needed.** (-.03last month)

SPECIAL PROGRAMS

EARLY INTERVENTION PROBATION (JUVENILE EIP)

2 officer unit with a maximum caseload of 30

Total caseload - 29 (last month 29)

Social History Reports - 4 (last month 5)

DRIVING UNDER THE INFLUENCE UNIT (Adult)

1 officer unit with a maximum caseload of 40

Total Caseload -- 79 (78 last month)

INTENSIVE PROBATION UNIT ADULT

2 officer unit with a maximum caseload of 40

Total Caseload – 53 (47 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ officer unit with a maximum caseload of 15

Total Caseload – 23 (21 last month)

JUVENILE INTAKE

2 officer unit

Total Preliminary Conferences – 25 (31 last month)

Total Caseload Informal Probation – 38 (27 last month)

Total Intake Screen Reports (juvenile police reports received) 124 (172 last month)

COMMUNITY SERVICE PROGRAM

2.0 officer unit + .5 clerk

Total Caseload Adult - 561 (543 last month)

Total Caseload Juvenile – 71 (70 last month)

Total Hours Completed **Adult** – 5054 (\$39,168.50 Symbolic Restitution \$7.75)

November New Hours ordered – 8,585

Total new intakes – 76 (Felony, Misd, DUI, Traffic, Ordinance)

Total Hours Completed **Juvenile** – 133.25 (\$1,032.69 Symbolic Restitution \$7.75)

November New Hours ordered – 20

Total new intakes – 1 (Delinquency, Traffic, Ordinance)

Total for both Juvenile and Adult Worksites Used – 45 (45 last month)

DOMESTIC VIOLENCE PROGRAM

2 officer unit + .5 clerk

Total Probation Caseload – 96 (92 last month)

Total Intakes - 30

PRETRIAL RELEASE PROGRAM

2 officer unit

Total number bond reports submitted – 14 (36 last month)

Total number of record check only - 133

Total number of defendants released -13 (15 last month)

Total number of defendants supervised – 35 (29 last month)

DRUG COURT

2 officer unit

Total number in program – 34 active (36 last month)

2008
JUVENILE DETENTION CENTER
MCLEAN COUNTY

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Domestic Battery | 4 | 2 | 1 | 1 | 0 | 1 | 0 | 2 | 2 | 2 | 1 | |
| Felony Mob Action | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | |
| Felony Unlawful Use of Weapon | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | |
| Hold for Placement | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Home Invasion | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | |
| Intimidation | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | |
| Manufacture & Delivery of Controlled Substance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | |
| Mob Action | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | |
| Possession of Cannabis | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Possession of Controlled Substance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | |
| Possession of Controlled Substance on School Grounds | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Possession of Controlled Substance w/Intent to Deliver | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | |
| Possession of Firearm in Public | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | |
| Possession of Like Alike Substance | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Possession of Stolen Vehicle | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | |
| Request for Apprehension | 3 | 1 | 1 | 3 | 1 | 0 | 1 | 0 | 2 | 2 | 1 | |
| Residential Burglary | 3 | 0 | 0 | 0 | 1 | 5 | 0 | 2 | 0 | 1 | 0 | |
| Resisting Arrest | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Robbery | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 4 | 0 | 0 | 0 | |
| Unlawful Use of Weapons | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | |
| Residence fo Minors Detained | | | | | | | | | | | | |
| Bloomington | 15 | 12 | 6 | 14 | 8 | 15 | 11 | 21 | 11 | 13 | 16 | |
| Normal | 1 | 1 | 4 | 7 | 5 | 1 | 6 | 2 | 4 | 5 | 3 | |
| Anchor | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| EIPaso | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | |
| Gridley | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Heyworth | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | 0 | |
| Hudson | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | |
| LeRoy | 0 | 0 | 0 | 1 | 0 | 2 | 2 | 1 | 1 | 0 | 1 | |
| McLean | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | |
| Rochelle | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | |

2008
JUVENILE DETENTION CENTER
MCLEAN COUNTY

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|-------------------------------|------|------|------|------|------|------|------|------|------|------|------|-----|
| Saybrook | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| Indiana | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| Average Daily Population | 10.5 | 11.7 | 13.5 | 11 | 13 | 9.8 | 8.3 | 13.4 | 13.5 | 10.2 | 9.1 | |
| Average Daily Population: YTD | 10.5 | 11.1 | 11.9 | 11.7 | 11.9 | 11.6 | 11.1 | 11.4 | 11.6 | 11.5 | 11.3 | |
| Number of Days in Detention | 325 | 340 | 420 | 329 | 402 | 294 | 257 | 414 | 406 | 317 | 274 | |
| Revenue: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

2008
Juvenile Detention Center

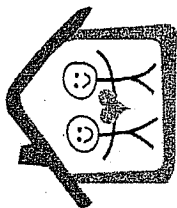
Out of County

| Ages of Minors Detained | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|---|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 12 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 13 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 2 |
| 14 | 0 | 4 | 2 | 2 | 3 | 3 | 2 | 4 | 3 | 3 | 3 | 6 |
| 15 | 6 | 4 | 3 | 3 | 2 | 0 | 3 | 2 | 3 | 5 | 6 | 4 |
| 16 | 8 | 6 | 2 | 2 | 8 | 9 | 6 | 4 | 2 | 8 | 10 | 10 |
| 17 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| 18 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Sex of Minors Detained | | | | | | | | | | | | |
| Male | 14 | 14 | 6 | 6 | 8 | 10 | 6 | 8 | 8 | 11 | 20 | 18 |
| Female | 2 | 1 | 1 | 1 | 5 | 2 | 6 | 1 | 1 | 5 | 1 | 4 |
| Race of Minors Detained | | | | | | | | | | | | |
| Caucasian | 13 | 14 | 5 | 5 | 9 | 8 | 10 | 6 | 5 | 13 | 17 | 15 |
| African-American | 3 | 1 | 2 | 2 | 4 | 2 | 2 | 2 | 4 | 3 | 4 | 6 |
| Hispanic | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 1 |
| Offenses of Which Minor was Detained | | | | | | | | | | | | |
| Dispositional Detention | 5 | 9 | 0 | 0 | 7 | 8 | 4 | 3 | 2 | 6 | 10 | 9 |
| Warrant | 3 | 3 | 1 | 2 | 2 | 2 | 1 | 1 | 2 | 1 | 1 | 4 |
| Aggravated Assault | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Aggravated Battery | 2 | 0 | 2 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 |
| Aggravated Criminal Sexual Abuse | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Aggravated Discharge of Firearm | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 |
| Aggravated Domestic Battery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 |
| Armed Robbery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 1 |
| Burglary | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| Court Ordered | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 |
| Criminal Trespass to Vehicle | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 |
| Delivery of Cannabis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| Disorderly Conduct | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| Domestic Battery | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 1 | 0 | 1 |
| Felony Criminal Damage | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Hold for Interstate Compace | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 |

2008
 Juvenile Detention Center


| | Out of County | | | | | | | | | | |
|------------------------------|---------------|-------|-------|-------|-------|-------|------|-------|-------|--------|-------|
| | 6.9 | 8.8 | 5.8 | 6.7 | 5.6 | 7.1 | 3.6 | 4.6 | 5.3 | 9 | 8.1 |
| Average Daily Population | | | | | | | | | | | |
| Average Daily Population:YTD | 6.9 | 7.9 | 7.2 | 7.1 | 6.8 | 6.8 | 6.4 | 6.1 | 6 | 6.3 | 6.5 |
| Number of Days in Detention | 214 | 255 | 179 | 201 | 174 | 213 | 113 | 142 | 158 | 280 | 242 |
| Revenue: | 16070 | 20510 | 14930 | 16420 | 12940 | 16260 | 8950 | 13280 | 12770 | 22,450 | 18320 |

McLean County Children's Advocacy Center Monthly Statistics,
November, 2008



| | 2007 INTERVIEWS VIC/OTHER/TOT INT. | 1ST. INTERVIEW 2008 MONTH/YTD | JUV. SUSPECT. INTERVIEW 2008 | SIB/WITNESS INTERVIEW 2008 | 2ND INTERVIEW 2008 | OUT OF COUNTY INTERVIEW 2008 | TOTAL MONTHLY INTERVIEWS | YTD TOTALS |
|---------------------------|--|--|------------------------------------|----------------------------------|--------------------------|------------------------------------|-----------------------------|---------------|
| JANUARY | 16/6/22 | 10 | 0 | 0 | 0 | 1 | 11 | 11 |
| FEBRUARY | 40/2/42 | 22/32 | 0 | 4 | 1 | 1 | 28 | 39 |
| MARCH | 19/13/32 | 20/52 | 1 | 4 | 0 | 1 | 26 | 65 |
| APRIL | 11/7/18 | 17/69 | 0 | 6 | 3 | 2 | 28 | 93 |
| MAY | 27/6/33 | 21/90 | 0 | 4 | 0 | 2 | 27 | 120 |
| JUNE | 17/7/24 | 15/105 | 0 | 3 | 0 | 0 | 18 | 138 |
| JULY | 15/1/16 | 22/127 | 0 | 5 | 1 | 1 | 28 | 166 |
| AUGUST | 21/8/29 | 22/149 | 0 | 2 | 1 | 1 | 26 | 192 |
| SEPTEMBER | 16/6/22 | 24/173 | 1 | 2 | 0 | 3 | 30 | 222 |
| OCTOBER | 31/2/33 | 14/187 | 1 | 5 | 0 | 0 | 20 | 242 |
| NOVEMBER | 9/8/17 | 12/199 | 0 | 3 | 0 | 4 | 19 | 261 |
| DECEMBER | 21/9/30 | | | | | | | |
| YEAR TO DATE TOTALS | 243/75/318 | | | | | | | |
| 2007 YEAR END | 243/75/318 | 199 | 3 | 38 | 5 | 16 | 261 | 261 |
| | 13% INCREASE OVER 2006 | | | | | | | |

CASA Monthly Statistics FY08

|  | New Children Cases Assigned | Child Cases Closed | Children Awaiting CASA Assignment | Total Children Served | CASAs Assigned | Total Number of Assigned CASAs | Reported CASA Volunteer Hours | CASAs Trained | Reports Filed | Court Hearings Attended |
|---|-----------------------------|--------------------|-----------------------------------|-----------------------|----------------|--------------------------------|-------------------------------|---------------|---------------|-------------------------|
| January | 0 | 4 | 11 | 112 | 0 | 60 | 100 | in progress | 10 | 19 |
| February | 5 | 9 | 19 | 108 | 2 | 60 | 145 | in progress | 9 | 16 |
| March | 0 | 0 | 19 | 108 | 0 | 60 | 221 | 6 | 7 | 15 |
| April | 0 | 4 | 19 | 104 | 0 | 59 | 225 | 0 | 7 | 5 |
| May | 2 | 5 | 19 | 100 | 2 | 57 | 196 | 0 | 7 | 19 |
| June | 6 | 3 | 20 | 109 | 2 | 61 | 177 | in progress | 2 | 6 |
| July | 10 | 6 | 28 | 108 | 3 | 59 | 182 | 4 | 7 | 22 |
| August | 3 | 3 | 26 | 108 | 1 | 57 | 152 | 0 | 4 | 7 |
| September | 3 | 3 | 28 | 108 | 1 | 56 | 153 | in progress | 5 | 23 |
| October | 16 | 7 | 15 | 116 | 5 | 58 | 145 | in progress | 4 | 14 |
| November | 7 | 0 | 14 | 109 | 3 | 61 | 112 | 7 | 10 | 14 |
| December | | | | | | | | | | |
| YTD Totals | 52 | 44 | 15 | 159 | 19 | 58 | 1808 | 17 | 72 | 160 |