



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, August 15, 2006

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – July 11, 2006
June 20, 2006 (Stand-up)
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

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

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

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

FAIRBURY FIRE PROTECTION DISTRICT

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

GOLDEN RULE DRAINAGE DISTRICT

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

GOLDEN RULE DRAINAGE DISTRICT

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

GRIDLEY DRAINAGE DISTRICT

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

KUMLER DRAINAGE DISTRICT

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

LAWNDALE-CROPSEY DRAINAGE DISTRICT

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

MACKINAW DRAINAGE DISTRICT

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

NORMAL-TOWANDA DRAINAGE DISTRICT

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

PATTON DRAINAGE DISTRICT

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

SANGAMON RIVER DRAINAGE DISTRICT

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

WHITE STAR DRAINAGE DISTRICT

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

b) APPOINTMENTS:

None

c) RESIGNATIONS:

PANTHER CREEK DRAINAGE DISTRICT

Richard Kiefer, Sr.
2471 East 1000 North Rd.
Gridley, IL 61744

d) Request Approval of a Resolution of the McLean County Board Proclaiming the Week of August 27-September 2, 2006 As "Workforce Development Week"

2) Items to be Presented to the Board:

- a) Information Services Status Report
- b) General Report
- c) Other

B. Transportation Committee – Chairman Bass
(*Transportation Committee Meeting scheduled to meet on Tuesday, August 15*)

1) Items to be Presented to the Board:

- a) Request Approval of a Resolution and Letting Results from August 8, 2006, County and Township Projects
- b) Request Approval of a Resolution and Letting Results from August 14, 2006, County Project

- c) Request Approval of Changes to Exhibit B of Road Agreement for Horizon Wind Farm
- d) General Report
- e) Other

C. Finance Committee – Chairman Sorensen

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

D. Justice Committee – Chairman Renner

(Justice Committee Meeting scheduled to meet on Monday, August 14)

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance, General Fund 0001 Court Services Department 0022, Juvenile Detention Center 0022 – Court Services 2-3
 - b) Request Approval of a Contract with Livingston County for Lease of Space in the McLean County Juvenile Detention Center – Court Services 4-9
 - c) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance – Sheriff’s Department 0029 10-19
- 2) Items to be Presented to the Board:
 - a) Request for Approval of an Ordinance by the McLean County Board Setting a \$5.00 Fee to be Charged by the McLean County Circuit Clerk for Drug Court
 - b) Request for Approval of an Ordinance by the McLean County Board Setting a \$10.00 Fee to be Charged by the McLean County Circuit Clerk for Drug Court
 - c) Request Approval of a Resolution of the McLean County Board Proclaiming Thursday, September 21, 2006 as “It’s Time to Talk Day” and the Month of October 2006 as “Domestic Violence Awareness Month” in McLean County
 - d) Request for Approval of a Resolution of the McLean County Board Amending the Resolution Setting Jurors’ Mileage Reimbursement –Circuit Court

- e) Request Approval of an Amendment to the Resolution Establishing the Law Library Fee –Circuit Court
- f) Request Approval of Change Order for Sheriff's Department to add SimplexGrinnell Ultrasonic Man-Down System to Adult Jail Renovation Project – Sheriff's Department 0029
- g) General Report
- h) Other

E. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of the McLean County Regional Planning Commission to approve a Regional Planning Service Agreement for their Fiscal Year, July 1, 2006 through June 30, 2007 20-21
- 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

F. Property Committee – Chairman Bostic

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of a Lease Agreement between the Administrative Office of the Illinois Courts and the County for Office Space for the 11th Circuit Court Arbitration Center 22-34
- 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

G. Report of the County Administrator

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

- 2. Other Business and Communications
- 3. Recommend Payment of Bills and Approval of Transfers, if any, to County Board
- 4. Adjournment

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

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

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

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

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

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

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

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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

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

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

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

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

BE IT ORDAINED by the McLean County Board as follows:

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

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

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

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

| | | | | |
|--------------------------|----|--------|------------------|-----------|
| Travel Expenses | | | | |
| 0001-0022-0022-0793.0001 | \$ | 500.00 | \$ <u>152.00</u> | \$ 652.00 |
| Total | | | \$ 2,615.00 | |

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

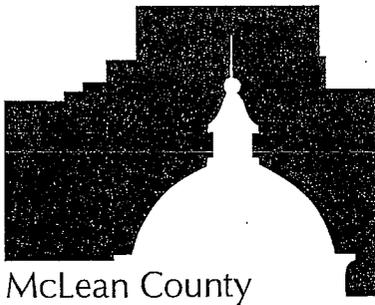
ADOPTED by the County Board of McLean County this 22nd day of August, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board



COURT SERVICES

Roxanne K. Castleman, Director

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

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

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: August 1, 2006

RE: Juvenile Detention Bed Space Contract with Livingston County

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

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

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

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

I. PURPOSE

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

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

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

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

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

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

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

II. PARTIES

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

III. TERMS

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

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

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

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

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

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

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL AND MENTAL HEALTH CARE

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

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

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

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

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

IX. LIABILITY

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

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

X. SEVERABILITY

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

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

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

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

XIII. AMENDMENT OF AGREEMENT

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

XIV. NOTICES

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

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

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

XV. TERMINATION OF AGREEMENT

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

XVI. INTERPRETATION OF THIS AGREEMENT

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

XVII. CONTRACT PERIOD AND RENEWAL

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

APPROVED:

APPROVED:

Livingston County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

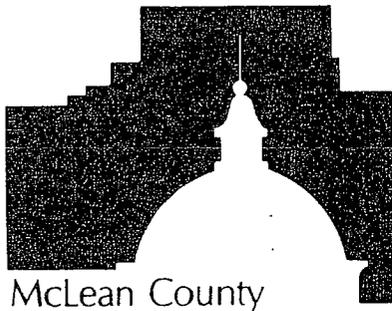
ATTEST:

Livingston County Clerk

McLean County Clerk

Date

Date



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

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

August 3, 2006

TO: Mr. Tari Renner, Chairman
FROM: Sheriff David Owens
SUBJ: AUGUST 14TH, 2006 JUSTICE COMMITTEE MEETING

Dear Chairman Renner:

I would respectfully request that the following two (2) items be placed on the August 14th, 2006 Justice Committee Agenda for action and one (1) item for information only:

Action

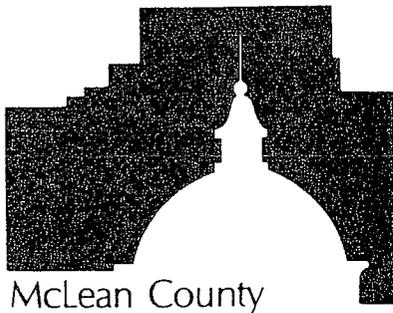
- 1) **Emergency Appropriation Request:** The McLean County Sheriff's Office is requesting approval of an emergency appropriation to purchase the new Kenwood Portable Radios for the jail, which have the "Man Down Tilt Switch" and for four additional cameras to be placed in the jail. (Please see attached)
- 2) **Man-Down System for Jail:** Please see attached information regarding the Ultrasonic Man-Down system, which the McLean County Sheriff's Office is proposing for inclusion in the current expansion project.

Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached)

Respectfully,

David Owens
Sheriff



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

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

August 3, 2006

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

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

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

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

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

22 Portable Radios X \$474 = \$10450

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

20 Portable Radios X \$125 = \$2500

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

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

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

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

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

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

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

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

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

BE IT ORDAINED by the McLean County Board as follows:

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

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

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

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

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

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

Proposal

Hill Radio

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

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

We hereby submit specifications and estimates for:

KENWOOD RADIOS.

TK 3173 4WATT UHF RADIO WITH

BATT, CHARGER, BELT CLIP, ANI,

AND MAN DOWN TILT SWITCH.

475

*TRADE
350*

TK. 3180 WITH SAME AS ABOVE

675

550

SPEAKER MICROPHONES

60

NYLON HOLSTER w/ SWIVEL BELT LOOP

28

LEATHER HOLSTER.

11

42

2 YEAR WARRANTY.

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

dollars (\$ _____).

Payment to be made as follows:

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

Authorized Signature *STEVE LARKIN*

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

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

Signature _____

Date of Acceptance: _____

Signature _____

KENWOOD

Listen to the Future



TK-3173

Compact UHF FM Portable Radios
Conventional & Trunked

FleetSync®
by KENWOOD

GENERAL FEATURES

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

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

CONVENTIONAL ZONES

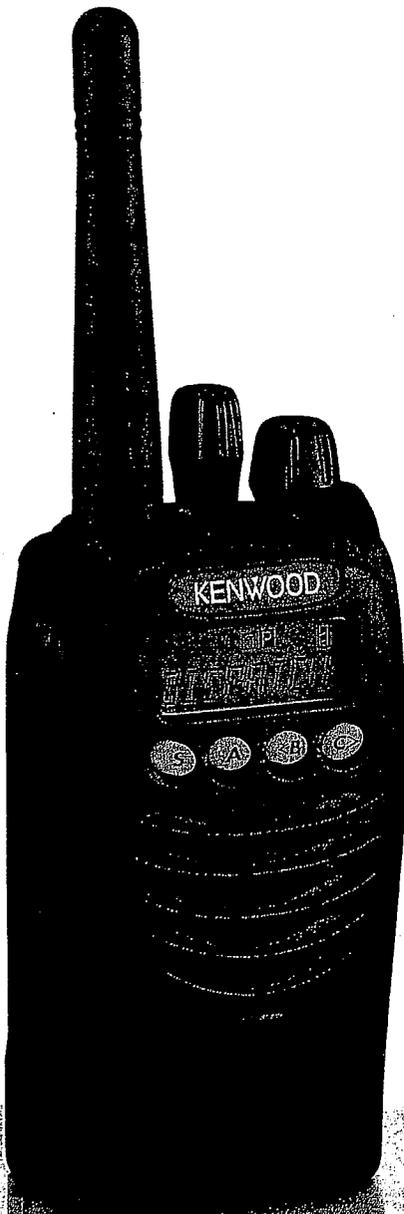
- 128 Channels / 128 Zones⁵
- QT / DQT
- Two-Tone Decode⁶
- Single / Two-Tone Encode⁶
- Operator Selectable Tone⁶
- Single Priority Scan
- Single & Multi-Zone Scan
- List Scan
- Voice Inversion Scrambler Built-in
- VOX Ready
- Battery Saver

TRUNKED ZONES

- 250 GID / 128 Zones⁵
- Kenwood LTR® Features

FleetSync®

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



SimplexGrinnell Quotation

TO:

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

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

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

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

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

Comments

Scope of Work

Including

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

Excluding

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

Clarifications

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

SimplexGrinnell Quotation

Comments (continued)

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Customer shall further:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SimplexGrinnell

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IMPORTANT NOTICE TO CUSTOMER

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

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

Fire, Security, Communications, Sales & Service
 Offices & Representatives in Principal Cities throughout North America

REGIONAL PLANNING SERVICE AGREEMENT

This agreement is entered into as of this 1st day of July, 2006, by and between the McLean County Regional Planning Commission (hereinafter referred to as the "Commission") and the County of McLean (hereinafter referred to as the "County").

The parties do mutually agree as follows:

A. Period of Agreement

This agreement shall remain in full force and effect through June 30, 2007.

B. Long Range Planning Services

The "Commission" shall maintain a permanent professional planning staff capable of performing, or causing to be performed, a long range planning work program including visionary planning and the following activities:

1. Prepare and maintain current base maps for public use.
2. Prepare and maintain statistical data and other information in order to assist public agencies in their development decisions.
3. Attendance at meetings of county, municipal, civic clubs or other groups interested in planning and development.
4. Prepare or coordinate the preparation of applications for Federal or State projects provided that no special studies or analysis need to be made.
5. Prepare or coordinate the preparation of reports which are an integral part of the McLean County Transportation Study; including the Unified Work Program (UWP); the preliminary and final long range transportation plan; and the Transportation Improvement Program (TIP) including plan and program implementation technical assistance.
6. Assist the County in the periodic updating of plans, laws, and ordinances which have a direct relationship to planning and development, including zoning ordinances and subdivision regulations.
7. Assist all governmental departments concerning matters of long range planning and development.
8. Coordinate with the County's short range planner in matters pertaining to the process of developing Plans for the County.

C. Staff

The "Commission" shall employ a Director of the "Commission" and other employees which are necessary and authorized by the budget. It is agreed by all parties that the "County" short range planner will be available to assist the Commission staff to accomplish the activities specified in "B" above.

D. Financing

The County of McLean will cause to be placed in the accounts of the "Commission" the sum of \$19,951.50 for the period July 1, 2006 through December 31, 2006. Upon approval of the Fiscal Year 2007 Adopted Budget by the McLean County Board, the County will remit to the Commission the balance of \$16,301.50 for the period January 1, 2007 through June 30, 2007.

Chairman, McLean County Board

County Clerk, McLean County

Date

Chairman
McLean County Regional Planning
Commission

Executive Director
McLean County Regional Planning
Commission

Date



ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS
LEASE AGREEMENT FOR OFFICE SPACE

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

Parties

The parties to this lease are:

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

Address of Parties

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

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

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

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

2. Lessor's address:

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

Description of Premises

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

Term

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

Use of Demised Premises

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

Care and Maintenance

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

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

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

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

Holdover

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

Accessibility

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

Fiscal Funding

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

Prevailing Wage

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

Quiet Enjoyment

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

Occupancy and Surrender

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

Assignment

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

Condemnation

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

Untenantability

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

Insurance

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

Breach

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

Covenants Binding

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

Examination of Records

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

Signature

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

Notices

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

Laws of Illinois

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

Non-discrimination

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

Authority to Execute

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

Disbursements

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

Ownership

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

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

Change of Ownership or Beneficial Interest

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

Entire Agreement

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

Severability

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

Modifications

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

Waiver

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

Examination of Instrument

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

Time is of the Essence

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

Disclosure

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

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

Certifications

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

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

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

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

Legal Status Disclosure by Lessor

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

Name: County of McLean, Illinois

Taxpayer Identification Number

EIN: 37-6001569

Legal Status (check one)

- Individual
- Partnership
- Governmental entity
- Nonresident alien individual
- Estate or legal trust
- Foreign corporation, partnership, estate, or trust

- Owner of sole proprietorship
- Tax-exempt hospital or extended care facility
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Other: _____

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

LESSEE:

LESSOR:

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

COUNTY OF MCLEAN, ILLINOIS

Signature

Signature

Type/Print Name

Type/Print Name

Type/Print Title

Type/Print Title

Date

Date

Exhibit A
Real Estate Lease Form
Disclosure Statement

Lease Control No. _____

This statement must be completed by the Lessor

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

I. State the name of each individual having a beneficial interest in the lease and each individual, who, together with his spouse or minor children, has a beneficial interest in the lease. (Applies to individuals, partnerships, and/or corporations.) If no one individual owns more than 7½% interest in such entity or if such corporation is publicly traded and there is no readily known individual having greater than 7½% interest, then the requirements of this disclosure may be met by so stating below.

Not Applicable

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

Not Applicable

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

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

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

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

Signature Michael F. Sweeney Date
Attestation (name/title) Chairman Date
Notary Seal
Seal

Notary Public

Commission Expires _____

**Request for Taxpayer
 Identification Number and Certification**

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

Print or type
 See Specific Instructions on page 2.

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

Part I Taxpayer Identification Number (TIN)

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

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

| | | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number | | | | | | | | | |
| | | | | | | | | | |
| or | | | | | | | | | |
| Employer identification number | | | | | | | | | |
| 3 | 7 | 1 | 6 | 0 | 0 | 1 | 5 | 6 | 9 |

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

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

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

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

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

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

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

- An individual who is a citizen or resident of the United States,
 - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
 - Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.
- Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.
- The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:
- The U.S. owner of a disregarded entity and not the entity,

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

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

Nonresident alien who becomes a resident alien.

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

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

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

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

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

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

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

Payments you receive will be subject to backup withholding if:

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

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

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

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

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

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

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

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

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

Exempt From Backup Withholding

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

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

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

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

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

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

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

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

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

Part I. Taxpayer Identification Number (TIN)

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

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

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

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

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

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

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

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

Part II. Certification

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

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

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

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

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

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

Privacy Act Notice

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

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