



AGENDA

Public Safety and Justice Committee

Tuesday, April 27, 2021

@ 1:00 PM

Peoria County Courthouse, Room 403

1. **Call to Order**
2. **Approval of Minutes**
 - March 23, 2021
3. **Informational Items / Reports / Other Minutes / Updates**
 - ETSB
 - Public Defender Report
4. **Resolutions**
 - Electronic and Alcohol Monitoring Services
 - Cost Study and Negotiation of Per Diem Rate for United States Marshal Service (USMS) Prisoners
 - Metropolitan Airport Authority Lease Agreement Renewal
5. **Miscellaneous**
6. **Adjournment**

DRAFT
MINUTES
Public Safety and Justice Committee
March 23, 2021
@ 1:30 p.m.

MEMBERS PRESENT: Paul Rosenbohm – Chairperson; Brandy Bryant – Vice-Chairperson; Eden Blair, Brian Elsasser, Rob Reneau, Steven Rieker, Phillip Salzer, Sharon Williams
MEMBERS ABSENT:
OTHERS PRESENT: Scott Sorrel – County Administrator; Jennie Cordis Boswell - State's Attorney's Office; Andrew Rand – County Board Chairman; Robert Spears, Kevin O'Connor – Circuit Clerk; Randy Brunner – Chief Financial Officer; Jodi Noe – ETSB; Kristen Collins – Public Defender; Brian Asbell, Doug Gaa – Sheriff's Office; Jacob Duro - Director of Peoria Multi-County Narcotics Enforcement Group

Call to Order

Chairperson Rosenbohm called the meeting to order at 1:30 pm.

Approval of Minutes

A motion to approve the minutes of February 23, 2021 was made by Dr. Blair and seconded by Mr. Reneau. The motion carried unanimously (7-0; Ms. Bryant absent for vote).

Informational Items / Reports / Other Minutes / Updates

- **ETSB**

Ms. Noe advised that that the Peoria office is nearing completion and it is anticipated that the Peoria dispatchers can be relocated back to the Peoria office by the end of April. She commented that upgrades to the Bartonville location are complete. She stated that an open house will be scheduled at a later date.

- **Public Defender Report**

Mr. Rand asked the status of adding additional Full-Time Employees (FTEs) to the Public Defender's Office. Ms. Collins advised that a full-time Assistant Public Defender for Traffic Court has been hired, and anticipate hiring at least one additional full-time Assistant Public Defender in 2021.

- **Peoria Public Schools Restore, Reinvest and Renew (R3) Grant Award**

Sheriff Asbell advised that the Sheriff's Office is partnering with District 150 and several other stakeholders through the R3 Grant to continue to provide services related to the Re-entry Program and reducing recidivism. He stated that the Sheriff's Office will receive \$48,750.00 in grant funding, which will assist in offsetting costs for one Re-entry Officer. He remarked that the COVID-19 pandemic delayed the initiation of program and the Sheriff's Office anticipates commencing the program in 2021.

(Ms. Bryant enters meeting.)

Mr. Rieker asked the age range of youths assisted by the grant, and Sheriff Asbell remarked that the scope of the grant is inclusive of youths up to the age of 21, adding that the 18-24 age range is the highest demographic at the jail.

Resolution

- **Intergovernmental Agreement between Illinois Office of the Comptroller and Peoria County Circuit Clerk**

A motion to approve was made by Mr. Elsasser and seconded by Mr. Salzer. Mr. O'Connor advised that the Comptroller's Office offers a program providing Peoria County access to the Local Debt Recovery Program to collect unpaid debt. He stated that the program provides the opportunity to utilize the Office of the Comptroller to collect outstanding debts for court fines and fees by offsetting a debtors Illinois state tax income prior to the debtor receiving any payment.

Mr. O'Connor advised that the Circuit Clerk's Office currently has \$50 million in eligible debt. He stated that 50% of Illinois counties currently utilize the program, adding that after a review of comparable counties, staff has estimated that \$200,000.00 to \$300,000.00 in revenue could be realized annually from participation in the program.

Mr. O'Connor advised that the recent passage of a House Bill releases the holds placed on driver's licenses as of July 1, 2021, adding that the action will equate to a loss of revenue of approximately \$15-\$20 million in traffic fines. He stated that entering into the Agreement would assist in offsetting some of the loss of revenue.

Mr. Spears commented that the Agreement is at no cost to Peoria County.

The motion to approve carried unanimously (8-0).

Miscellaneous

Jacob Duro, Director of the Peoria Multi-County Narcotics Enforcement Group (PMEG) addressed a potential upcoming resolution to be considered by the Public Safety and Justice Committee. He explained that in the past, the MEG unit received and maintained any Federal assets, forfeitures, or seizures on a Federal case in a bank account set aside for those assets. He stated that a new law effective January 1, 2021 mandates that all MEG units across the nation must utilize a law enforcement agency to act as a federal fiduciary for all federal seizures. He advised that he approached Sheriff Asbell with a request that the Sheriff's Office act as Federal Fiduciary for the local MEG Unit for all Federal seizures, and the Sheriff agreed pending committee and County Board approval.

Ms. Cordis Boswell suggested either holding a special meeting of the committee or conducting a poll vote so that a resolution may be considered for approval at the meeting of the County Board on April 8th.

Adjournment

The meeting was adjourned by Chairperson Rosenbohm at 2:00 p.m.

Recorded and Transcribed by: Jan Kleffman

**STATE OF ILLINOIS
COUNTY OF PEORIA
TENTH JUDICIAL CIRCUIT**

NATHAN R. BACH
Public Defender



PEORIA COUNTY COURTHOUSE
324 Main Street - Room 211
Peoria, Illinois 61602-1363
TEL: (309) 495-4621 FAX: (309) 672-6957

April 23, 2021

Mr. Paul Rosenbohm
Chairman
Public Safety & Justice Committee

Honorable Katherine S. Gorman
Chief Judge of the Tenth Judicial Circuit

Dear Chairman Rosenbohm & Chief Judge Gorman:

I am pleased to announce that the Public Defender's Office has hired a third full-time attorney, Alex Kurth. Alex brings critical experience and an appropriate temperament to the position and we look forward to hiring a second full-time attorney as we continue to search for a suitable hire.

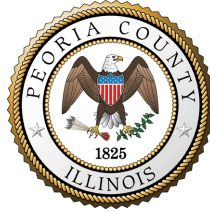
As a reminder, public defenders are purely reactionary in the court process. That is, the public defender does not control the nature nor the quantity of crimes charged, nor can public defenders control the number of cases that are assigned to the office. The judge is the sole threshold for appointment of the public defender.

Below are more detailed numbers for cases handled by the Public Defender's Office in misdemeanor court. Of note, the average usage rate for the public defender's office in misdemeanor court has remained approximately the same from 2017 through 2020, hovering above 80%. During that time, the staffing levels in that courtroom have decreased from 5 part-time attorneys to 4 part-time attorneys.

Year	CM Cases Filed	CM Assigned to PD	CM Cases Finished (%)
2017	2405 (2399 assigned)	1942 (81%)	95%
2018	2077 (1543 assigned)	1271 (82%)	98%
2019	2070 (1680 assigned)	1410 (83%)	91%
2020	1425 (825 assigned)	656 (80%)	67%
2021	343 (229 assigned)	185 (81%)	

STATE OF ILLINOIS
COUNTY OF PEORIA
TENTH JUDICIAL CIRCUIT

NATHAN R. BACH
Public Defender



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324 Main Street - Room 211
Peoria, Illinois 61602-1363
TEL: (309) 495-4621 FAX: (309) 672-6957

The chart below is the standard statistical data I provide on a monthly basis.

March 2021 Public Defender Statistical Data

Division	Pending Case Total (Feb. 2021)	Pending Case Total (March 2021)
Felony	563	549
Misdemeanor (3/1/20-3/31/21)	513	480
Traffic (1/1/17-3/31/21)	4193	4217
Juvenile Abuse & Neglect	1216	1195
Juvenile Delinquency	140	122
Drug Court	54	49
Mental Health Court	30	40
Veteran's Court	8	6

I appreciate the opportunity to serve you and the County. Please do not hesitate to contact me with questions or for discussion.

Very truly yours,

Nathan R. Bach

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice Committee

MEETING DATE: April 27, 2021

ISSUE: Electronic and Alcohol Monitoring Services

BACKGROUND/DISCUSSION:

Probation and Court Services provide electronic and alcohol monitoring to multiple court programs. Peoria County Court Services seeks a contract with a vendor to pay a per diem rate to utilize the hardware device, software to monitor the data and services to program the devices. The services include home detention, global positioning system, remote alcohol breath and continuous alcohol monitoring. These services are utilized in juvenile detention, juvenile probation, pretrial and adult probation. The use of electronic and alcohol monitoring allows the court to provide better supervision of offenders in the community. The use of this technology also increases the ability of Court Service employees to monitor increased offender caseloads. These technologies are also established as evidenced-based practices in providing a higher level of public safety and research has shown it is proper use of the technology reduces recidivism. The devices and related software allow Court Services to monitor an individual's whereabouts and/or his/her alcohol consumption without being present. The technology can be programmed to alert Court Service personnel of any violation of the programmed parameters.

In 2017, SCRAM Systems of Illinois was awarded a contract with Peoria County Court Services following the issuance of an RFP and competitive bid process. That contract expires in June 2021. Peoria County Court Services has utilized these technologies throughout the contract period with SCRAM Systems of Illinois. In preparation of this contract's expiration, Court Services moved forward with a competitive proposal process in alignment with Peoria County Policy.

The costs of these services are currently in Court Administration's 2021 budget. Adult Probation (193) has a portion of the expenses because they are connected to grants (Illinois Department of Transportation and Adult Redeploy) that reimburse the expenses connected to individuals in the respective programs. In this case, there is matching revenues to those expenses in Adult Probation. The remainder of those expenses is in the Probation Services Fund.

Court Services worked with Jim Smith who facilitated the proposal process. Four (4) vendors submitted qualified proposals. Court Services developed a selection committee to review and evaluate the proposals. Customer Service, Software, Hardware, Cost, and Reliability were the categories evaluated. This process narrowed the vendors to two for further review.

SCRAM Systems of Illinois had the overall highest evaluation score and met all the RFP criteria. The committee unanimously recommends SCRAM Systems of Illinois as the best vendor meeting the overall needs of Peoria County. In addition, SCRAM Systems of Illinois offered the lowest overall cost option. It is also worth noting the cost savings compared to rates from previous years (\$159,691 versus \$148,555).

RFP Criteria	SCRAM	BI
Cost	✓	
Hardware Technology	✓	✓
Customer Service	✓	
Reliability	✓	
Software	✓	✓

The estimated cost of the hardware, software, training, and customer service is \$148,555 per year based on past utilization patterns. Since the annual costs are projected usage a contingency of 30% needs to be included to meet any increase in referrals from the court and to account for the court's slowdown during the 2020 COVID-19 pandemic. The amount of contingency is \$44,566.

COUNTY BOARD GOALS:



FINANCIAL STABILITY

EFFECTIVE SERVICE DELIVERY

STAFF RECOMMENDATION:

Authorize the Director of Court Services to negotiate and execute a contract with SCRAM Systems of Illinois of Joliet, Illinois contingent on funding and legal approval, for contract of electronic and alcohol monitoring comprised of hardware, software, training and customer service in an amount not to exceed \$193,121. In the event of an unsuccessful negotiation, the County reserves the right to move to the next most responsible vendor.

COMMITTEE ACTION:

PREPARED BY: Mark Bronke

DEPARTMENT: Court Administration

DATE: March 19, 2021



COUNTY OF PEORIA
PURCHASING DIVISION
PEORIA COUNTY COURTHOUSE
324 MAIN STREET - ROOM 501
PEORIA IL 61602

BID REPORT

TO: HONORABLE MEMBERS OF THE PEORIA COUNTY BOARD
SCOTT SORREL, PEORIA COUNTY ADMINISTRATOR

FROM: JIM SMITH CPPO, CPPB
PURCHASING AGENT

SUBJECT: RFP #49-01-21 ELECTRONIC MONITORING SERVICES

DATE: MARCH 4, 2021

CC: MARK BRONKE, DIRECTOR OF PROBATION SERVICES

This office, on behalf of Probation Services, solicited proposals for Electronic Monitoring Services. This report does not evaluate compliance with the bid specifications. Four (4) vendor responses were received.

Responding Vendors	
Vendor	
BI Inc.	Boulder CO
CAM Systems	Chicago IL
SCRAM Systems	Joliet IL
Sentinel Offender Services	Ladera Ranch CA
All administrative requirements were met with each submission.	

RFP 49-01-21 Electronic Monitoring Services				
#1 - Cost Rate - Please list the cost/rate to PC Courts for each device proposed if installed by PC				
Vendor				
BI Inc.	Devices	PC Courts installed	Vendor Installed	Other
	LOC8 XT and Beacon	\$3.30/day	\$3.30/day Installation: \$75.00/occurrence	
	HomeGuard 20/20	\$2.75/day	\$2.75/day Installation: \$75.00/occurrence	
	TotalAccess Mobile		\$0.00	\$0.00

#1 - Cost Rate - Please list the cost/rate to PC Courts for each device proposed if installed by PC				
Vendor				
CAM Systems	Devices	PC Courts installed	Vendor Installed	Other
	TRAC SmartGPS	\$2.90/day	\$3.40/day	\$2.90/day plus \$70.00 per install
	TRAC Breathalyzer	\$2.90/day	\$3.40/day	\$2.90/day plus \$70.00 per install
	SCRAM CAM	\$6.35/day	\$7.35/day	\$6.35/day plus \$170 per install

#1 - Cost Rate - Please list the cost/rate to PC Courts for each device proposed if installed by PC				
Vendor				
SCRAM Systems	Devices	PC Courts installed	Vendor Installed	Other
	SCRAM GPS	\$3.25/day	N/A	
	SCRAP House Arrest	\$1.75/day	N/A	
	SCRAM CAM	\$6.25/day	N/A	
	SCRAM Remote Breath	\$4.00/day	N/A	

#1 - Cost Rate - Please list the cost/rate to PC Courts for each device proposed if installed by PC				
Vendor				
Sentinel Offender Services LLC	Devices	PC Courts installed	Vendor Installed	Other - Shelf Cost Above Allowance
	OM500 GPS Device - Standard	\$3.27/per unit/per day	\$4.75/per unit/per day	\$1.50/per unit/per day
	OM500 GPS Device- Enhance Monitoring*	\$4.75/per unit/per day	\$5.75/per day/per unit**	\$1.50/per unit/per day
	BA/RT Portable Breath Alcohol	\$4.75/per unit/per day	\$6.45/per unit/per day**	\$1.50/per unit/per day
	SCRAM Transdermal - Landline/Direct Connect	\$7.55/per unit/per day	\$8.50/per unit/per day**	\$1.50/per unit/per day
	SCRAM Transdermal - Ethernet	\$7.99/per unit/per day	\$9.00/per unit/per day**	\$1.50/per unit/per day
	SCRAM Transdermal - Cellular	\$8.74/per unit/per day	\$10.24/per unit/per day**	\$1.50/per unit/per day

* Enhanced Monitoring references Cindy Bischof Cases for High Priority Alerts and includes outbound calls to participants, agency personnel, law enforcement and victims and all required escalation procedures per agency requirements.

** Vendor installation services include placement of an onsite Sentinel technician with the program. The County will provide a permanent workspace for the technician and daily rates will move to the vendor installed per day rate for all enrollments.

RFP 49-01-21 Electronic Monitoring Services				
#2 - Cost/Rate - Please list the cost/rate for offender pay for each device proposed. (BI Self Pay)				
Vendor				
BI Inc.	Devices	PC Courts installed	Vendor Installed	Other
	LOC8 XT and Beacon	\$3.59/day	\$3.59/day Installation: \$75.00/occurrence	
	HomeGuard 20/20	\$3.04/day	\$3.04/day Installation: \$75.00/occurrence	
	TotalAccess Mobile		\$0.00	\$0.00

#2 - Cost/Rate - Please list the cost/rate for offender pay for each device proposed.				
Vendor				
CAM Systems	Devices	PC Courts installed	Vendor Installed	Other
	TRAC SmartGPS	\$2.90/day	\$3.40/day	\$2.90/day plus \$70.00 per install
	TRAC Breathalyzer	\$2.90/day	\$3.40/day	\$2.90/day plus \$70.00 per install
	SCRAM CAM	\$6.35/day	\$7.35/day	\$6.35/day plus \$170 per install

#2 - Cost/Rate - Please list the cost/rate for offender pay for each device proposed.				
Vendor				
SCRAM Systems	Devices	PC Courts installed	Vendor Installed	Other
	SCRAM GPS	\$7.00/day	\$8.00-\$12.00 sliding scale \$7.00 for indigent clients	
	SCRAP House Arrest	\$7.00/day	\$8.00-\$12.00 sliding scale \$7.00 for indigent clients	
	SCRAM CAM	\$8.00/day	\$9.00-\$12.00 sliding scale \$8.00 for indigent clients	
	SCRAM Remote Breath	\$8.00/day	\$9.00-\$12.00 sliding scale \$7.00 for indigent clients	

#2 - Cost/Rate - Please list the cost/rate for offender pay for each device proposed.				
Vendor				
Sentinel Offender Services LLC	Devices	PC Courts installed	Vendor Installed	Other - Shelf Cost Above Allowance
	If selected for award, Sentinel is open to providing offender pay rates to the Department upon establishment of parameters associated with the needed service.			

RFP 49-01-21 Electronic Monitoring Services		
#3 - Cost/Rate - Please list the cost/rate for lost or damaged devices for each of the proposed devices.		
Vendor	Devices	Cost
BI Inc.	LOC8 XT and Beacon	LOC8 XT Bracelet: \$1500.00 LOC8 XT Beacon \$250.00 LOC8 XT Charger \$95.00 LOC8 XT External Battery Charger: \$95.00
	HomeGuard 20/20	HomeGuard 20/20 Transmitter: \$35.00 HomeGuard 20/20 Receiver: \$1500.00

#3 - Cost/Rate - Please list the cost/rate for lost or damaged devices for each of the proposed devices.		
Vendor	Devices	Cost
CAM Systems	TRAC SmartGPS	\$895.00
	TRAC Breathalyzer	\$895.00
	SCRAM CAM	\$1,500.00

#3 - Cost/Rate - Please list the cost/rate for lost or damaged devices for each of the proposed devices.		
Vendor	Devices	Cost
SCRAM Systems	A 20% shelf and 5% lost and damaged allowance is included in the daily rate. Replacement costs over this threshold are as follows:	
	SCRAM GPS	\$600.00
	Beacon	\$400.00
	SCRAM House Arrest	\$250.00
	SCRAM Remote Breath	\$850.00
	SCRAM CAM Bracelet	\$1,200.00
	SCRAM CAM Base Station (landline)	\$400.00
	SCRAM CAM Wireless Base Station	\$650.00

#3 - Cost/Rate - Please list the cost/rate for lost or damaged devices for each of the proposed devices.		
Vendor	Devices	Cost
	<i>Costs listed below are for devices lost or damaged above annual allowance.</i>	
Sentinel Offender Services LLC	OM500 GPS Tracking Device	\$625.00
	BA/RT Portable Breath Alcohol Device	\$600.00
	Scram Transdermal Alcohol Monitoring Bracelet	\$1,300.00
	Scram Transdermal Base Station - Landline/Ethernet	\$600.00
	Scram Transdermal Cellular Module	\$700.00

RFP 49-01-21 Electronic Monitoring Services		
Please list any additional costs below.		
Vendor	Item	Cost
BI Inc.	Victim Notificaton: Automated	\$0.15 (per unit, per day)
	Victim Notification: Live Phone Calls	\$1.00 (per unit, per day)
	SmartLINK with BI Electronic Monitoring	Connect: \$0.00 Verify: \$0.25 Report: \$0.50 (per offender, per day)
	SmartLINK without Electronic Monitoring	Connect: \$0.25 Verify: \$0.50 Report: \$0.75 (per offender, per day)
	Video Streamed Event	\$0.35 per 15 minute event, per offender
	Offender Pay (BI Self Pay)	\$0.29 per day (reflected in offender pay sections above)

Please list any additional costs below.		
Vendor	Item	Cost
CAM Systems	TRAC SmartGPS charger replacement	\$50.00
	TRAC Breathalyzer charger replcement	No Charge
	SCRAM CAM Landline Base Station replacement	\$500.00
	SCRAM CAM Wireless Base Station replacement	\$750.00

Please list any additional costs below.			
Vendor	Item	Cost	
SCRAM Systems	Ethernet	\$0.50/day additional	
	Cellular	\$1.10/day additional	
	GPS Beacon	\$0.60/day additional	
	SCRAM TouchPoint with Electronic Monitoring	\$0.00	
	SCRAM TouchPoint Standalone	\$0.35/day	
	SCRAM Ally	\$1.00/day additional	
	SCRAM CAM Shelf Fee	\$1.82	
	SCRAM GPS Shelf Fee	\$0.74	
	SCRAM Remote Breath Shelf Fee	\$1.48	
	SCRAM House Arrest Shelf Fee	\$0.72	
Following is additional discounted pricing information for active equipment volume over specified threshold:			
	Proposed 2nd Tier Pricing	Volume	Daily Rate
	SCRAM CAM (landline)	50+	\$5.90
	SCRAM GPS	150+	\$3.20
	SCRAM Remote Breath	50+	\$1.68
	SCRAM House Arrest	50+	\$1.68
	SCRAM TouchPoint (Standalone)	1000+	\$0.33
	SCRAM Ally	50+	\$0.90

Please list any additional costs below.		
Vendor	Item	Cost
Sentinel Offender Services LLC	<i>Costs listed below are for devices lost or damaged above annual allowance.</i>	
	No additional costs submitted.	

Jim Smith

From: Anderson, Ashley <AAnderson2@localiq.com>
Sent: Tuesday, January 26, 2021 9:37 AM
To: Finance - Bid Information; IL-PEORIA-legals
Subject: [EXTERNAL] Re: Peoria County Electronic Monitoring Services Legal

Follow Up Flag: Follow up
Flag Status: Completed

Hi Jim,

I have this notice scheduled to publish in the Peoria Journal Star on 1/28. The cost is \$24.96.

Here is the proof -



Please let me know if you have any questions.

Thank you,
Ashley Anderson
Inside Classifieds Representative
Journal Star | LOCALiQ
Office: 309.686.3012
aanderson2@localiq.com
pjstar.com

From: Finance - Bid Information <Bid_Info@peoriacounty.org>
Sent: Tuesday, January 26, 2021 9:13 AM
To: IL-PEORIA-legals <legals@pjstar.com>
Subject: Peoria County Electronic Monitoring Services Legal

Good morning,

County of Peoria Signature Sheet

**EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.**

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name:	<u>BI Incorporated</u>
Authorized Agent Name & Title:	<u>Jock Waldo, Executive Vice President</u>
Contact Person:	<u>Cathy Fulda</u>
Company Address:	<u>6265 Gunbarrel Avenue, Suite B</u>
City, State Zip Code	<u>Boulder, CO 80301</u>
Daytime Telephone:	<u>303-218-1000</u>
Daytime Fax:	<u>303-218-1461</u>
Daytime E-Mail (if available):	<u>bidsvcs@bi.com</u>
EEO Certificate of Compliance Num.:	<u>See attachment F</u>

Addenda Received: 1/28/21 2/4/21 2/8/21 2/9/21 2/10/21 2/11/21

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.



Signature of Authorized Agent

February 23, 2021

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS

PEORIA COUNTY PRICING SHEET

#1 - Cost/Rate - Please list the cost/rate to PC Courts for each device proposed if installed by PC Courts, installed by vendor or hybrid.

<u>Devices</u>	<u>PC Courts installed</u>	<u>Vendor installed</u>	<u>Other</u>
LOC8 XT and Beacon	\$3.30/day	\$3.30/day Installation: \$75/occurrence	
HomeGuard 20 20	\$2.75/day	\$2.75/day Installation: \$75/occurrence	
TotalAccess Mobile	\$0	\$0	

#2 - Cost/Rate - Please list the cost/rate for offender pay for each device proposed. (BI Self Pay)

<u>Devices</u>	<u>PC Courts installed</u>	<u>Vendor installed</u>	<u>Other</u>
LOC8 XT and Beacon	\$3.59/day	\$3.59/day Installation: \$75/occurrence	
HomeGuard 20 20	\$3.04/day	\$3.04/day Installation: \$75/occurrence	
TotalAccess Mobile	\$0	\$0	

3 - Cost/Rate - Please list the cost/rate for lost or damaged devices for each of the proposed devices.

LOC8 XT Bracelet: \$1500.00 | LOC8 XT Beacon \$250.00 | LOC8 XT Charger \$95.00

LOC8 XT External Battery Charger: \$95.00

HomeGuard 20|20 Transmitter: \$350.00 | HomeGuard 20|20 Receiver: \$1500.00

Please list any additional costs below not included in base pricing.

Victim Notification: Automated	\$0.15 (per unit, per day)
Victim Notification: Live Phone Calls	\$1.00 (per unit, per day)
SmartLINK with BI Electronic Monitoring	Connect: \$0.00 Verify: \$0.25 Report: \$0.50 (per offender, per day)
SmartLINK without Electronic Monitoring	Connect: \$0.25 Verify: \$0.50 Report: \$0.75 (per offender, per day)
Video Streamed Event	\$0.35 per 15-minute event, per offender
Offender Pay (BI Self Pay)	\$0.29 per day (reflected in offender pay sections above)

County of Peoria Signature Sheet

**EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.**

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: CAM Systems

Authorized Agent Name & Title: Robert Nienhouse, CEO

Contact Person: Garrett Turro

Company Address: 30 S Wacker Dr., Suite 2200

City, State Zip Code: Chicago, IL 60606

Daytime Telephone: (312) 809-9429

Daytime Fax: (312) 251-7006

Daytime E-Mail (if available): g.turro@cam-sys.net

EEO Certificate of Compliance Num.: Applied for

Addenda Received: #1 #2 #3 #4 #5 #6

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.



Signature of Authorized Agent

02/23/2021

Date

**Peoria County reserves the right to reject any and all bids, to wave technicalities
and select the equipment/services best suited to the county.**

DO NOT FAX OR EMAIL YOUR BIDS

PEORIA COUNTY PRICING SHEET

#1 - Cost/Rate - Please list the cost/rate to PC Courts for each device proposed if installed by PC Courts, installed by vendor or hybrid.

<u>Devices</u>	<u>PC Courts installed</u>	<u>Vendor installed</u>	<u>Other</u>
TRAC SmartGPS	\$2.90/day	\$3.40/day	\$2.90/ day plus \$70 per install
TRAC Breathalyzer	\$2.90/day	\$3.40/day	\$2.90/ day plus \$70 per install
SCRAM CAM	\$6.35/day	\$7.35/day	\$6.35/ day plus \$170 per install

#2 - Cost/Rate - Please list the cost/rate for offender pay for each device proposed.

<u>Devices</u>	<u>PC Courts installed</u>	<u>Vendor installed</u>	<u>Other</u>
TRAC SmartGPS	\$2.90/day	\$3.40/day	\$2.90/ day plus \$70 per install
TRAC Breathalyzer	\$2.90/day	\$3.40/day	\$2.90/ day plus \$70 per install
SCRAM CAM	\$6.35/day	\$7.35/day	\$6.35/ day plus \$170 per install

3 - Cost/Rate - Please list the cost/rate for lost or damaged devices for each of the proposed devices.

TRAC SmartGPS replacement: \$895

TRAC Breathalyzer replacement: \$895

SCRAM CAM replacement: \$1500

Please list any additional costs below not included in base pricing.

TRAC SmartGPS charger replacement: \$50	
TRAC Breathalyzer charger replacement: No Charge	
SCRAM CAM Landline Base Station replacement: \$500	
SCRAM CAM Wireless Base Station replacement: \$750	

County of Peoria Signature Sheet

EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND COMPLIANCE WITH THE TOTAL BID PACKAGE.

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: SCRAM Systems of Illinois
Authorized Agent Name & Title: Lou Sugo, Vice President, Sales and Marketing
Contact Person: Josh Fobes, Regional Sales Manager
Company Address: 54 North Ottawa Street, Suite 500
City, State Zip Code: Joilet, IL 60432
Daytime Telephone: 303-775-3919
Daytime Fax: _____
Daytime E-Mail (if available): jfobes@scramsystem.com
EEO Certificate of Compliance Num.: 03438-180331
Addenda Received: 1 2 3 4 5 & 6

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.



Signature of Authorized Agent

February 16, 2021

Date

Peoria County reserves the right to reject any and all bids, to wave technicalities and select the equipment/services best suited to the county.

DO NOT FAX OR EMAIL YOUR BIDS

PEORIA COUNTY PRICING SHEET

#1 - Cost/Rate - Please list the cost/rate to PC Courts for each device proposed if installed by PC Courts, installed by vendor or hybrid.

<u>Devices</u>	<u>PC Courts installed</u>	<u>Vendor installed</u>	<u>Other</u>
SCRAM GPS	\$3.25/day	N/A	
SCRAM House Arrest	\$1.75/day	N/A	
SCRAM CAM	\$6.25/day	N/A	
SCRAM Remote Breath	\$4.00/day	N/A	

#2 - Cost/Rate - Please list the cost/rate for offender pay for each device proposed.

<u>Devices</u>	<u>PC Courts installed</u>	<u>Vendor installed</u>	<u>Other</u>
SCRAM GPS	\$7.00/day	\$8-\$12 sliding scale \$7 for indigent clients	
SCRAM House Arrest	\$7.00/day	\$8-\$12 sliding scale \$7 for indigent clients	
SCRAM CAM	\$8.00/day	\$9-\$12 sliding scale \$8 for indigent clients	
SCRAM Remote Breath	\$8.00/day	\$9-\$12 sliding scale \$7 for indigent clients	

3 - Cost/Rate - Please list the cost/rate for lost or damaged devices for each of the proposed devices.

A 20% shelf and 5% lost and damaged allowance is included in the daily rate. Replacement costs over this threshold are as follows:

SCRAM GPS \$600; Beacon \$400; SCRAM House Arrest \$250; SCRAM Remote Breath \$850, SCRAM CAM Bracelet \$1200; SCRAM CAM Base Station (landline) \$400; SCRAM CAM Wireless Base Station \$650

Please list any additional costs below not included in base pricing.

Ethernet	\$0.50/day additional
Cellular	\$1.10/day additional
GPS Beacon	\$0.60/day additional
SCRAM TouchPoint with Electronic Monitoring	\$0.00
SCRAM TouchPoint Standalone	\$0.35/day
SCRAM Ally	\$1.00/day additional

SCRAM CAM Shelf Fee	\$1.82
SCRAM GPS Shelf Fee	\$0.74
SCRAM Remote Breath Shelf Fee	\$1.48
SCRAM House Arrest Shelf Fee	\$0.72

Following is additional discounted pricing information for active equipment volume over specified threshold:

Proposed 2nd Tier Pricing	Volume	Daily Rate
SCRAM CAM (landline)	50+	\$ 5.90
SCRAM GPS	150+	\$ 3.20
SCRAM Remote Breath	50+	\$ 3.85
SCRAM House Arrest	50+	\$ 1.68
SCRAM TouchPoint (Standalone)	1000+	\$ 0.33
SCRAM Ally	50+	\$ 0.90

County of Peoria Signature Sheet

**EXECUTION OF THIS FORM CERTIFIES UNDERSTANDING AND
COMPLIANCE WITH THE TOTAL BID PACKAGE.**

THIS FORM SHALL BE COMPLETED FOR THIS BID TO BE EVALUATED.

Please print or type:

THIS BID SUBMITTED BY:

Company Name: Sentinel Offender Services, LLC
Authorized Agent Name & Title: Dennis Fuller, Chief Financial Officer
Contact Person: Ms. D.J. Williamson, Regional Sales Executive
Company Address: 1290 North Hancock Street, Suite 103
City, State Zip Code: Anaheim, California 92807
Daytime Telephone: Ofc | 800.589.6003 Sales | 765.247.9101
Daytime Fax: 800.327.1178
Daytime E-Mail (if available): Sales | dwilliamson@sentineladvantage.com
EEO Certificate of Compliance Num.: Applied; please see copy of submitted Form CC-1

Addenda Received: Q&A Doc 1 (1/28/21) Q&A Doc 2 (2/4/21) Comm # 1 (2/4/21) Q&A Doc 3 (2/8/21) Q&A Doc 4 (2/9/21) Q&A Doc 5 (2/10/21) Q&A Doc 6 (2/11/21)

Attach statement that firm has sexual harassment and drug-free workplace policies in place.

Attach statement of ability to meet the specified requirements of this invitation to bid.

Yes, Sentinel has sexual harassment and drug-free workplace policies. Please see attached for Sentinel's policies.

Sentinel confirms our ability to meet the specified requirements of this Request for Proposal.



Signature of Authorized Agent

February 18, 2021

Date

**Peoria County reserves the right to reject any and all bids, to wave technicalities
and select the equipment/services best suited to the county.**

DO NOT FAX OR EMAIL YOUR BIDS

PEORIA COUNTY PRICING SHEET

#1 - Cost/Rate - Please list the cost/rate to PC Courts for each device proposed if installed by PC Courts, installed by vendor or hybrid.

<u>Devices</u>	<u>PC Courts installed</u>	<u>Vendor installed</u>	<u>Other – Shelf Cost Above Allowance</u>
OM500 GPS Device - Standard	\$3.27 per unit per day	\$4.75 per unit per day**	\$1.50 per unit per day
OM500 GPS Device – Enhanced Monitoring*	\$4.75 per unit per day	\$5.75 per unit per day**	\$1.50 per unit per day
BA/RT Portable Breath Alcohol	\$4.75 per unit per day	\$6.45 per unit per day**	\$1.50 per unit per day
SCRAM Transdermal – Landline/Direct Connect	\$7.55 per unit per day	\$8.50 per unit per day**	\$1.50 per unit per day
SCRAM Transdermal – Ethernet	\$7.99 per unit per day	\$9.00 per unit per day**	\$1.50 per unit per day
SCRAM Transdermal – Cellular	\$8.74 per unit per day	\$10.24 per unit per day**	\$1.50 per unit per day

*Enhanced Monitoring references Cindy Bischof Cases for High Priority Alerts and includes outbound calls to participants, agency personnel, law enforcement and victims and all required escalation procedures per agency requirements.

**Vendor installation services include placement of an onsite Sentinel technician with the program. The County will provide a permanent workspace for the technician and daily rates will move to the vendor installed per day rate for all enrollments.

#2 - Cost/Rate - Please list the cost/rate for offender pay for each device proposed.

<u>Devices</u>	<u>PC Courts installed</u>	<u>Vendor installed</u>	<u>Other</u>
If selected for award, Sentinel is open to providing offender pay rates to the Department upon establishment of parameters associated with the needed service.			

3 - Cost/Rate - Please list the cost/rate for lost or damaged devices for each of the proposed devices. **Costs listed below are for devices lost or damaged above annual allowance.**

OM500 GPS Tracking Device \$625

BA/RT Portable Breath Alcohol Device \$600

Scram Transdermal Alcohol Monitoring Bracelet \$1,300

Scram Transdermal Base Station – Landline/Ethernet \$600

Scram Transdermal Cellular Module \$700

Please list any additional costs below not included in base pricing.

None	

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: April 27, 2021

LINE ITEM: Revenue: 001 1 012 3 331 34191
Expenditure: 001 1 012 3 331 53071

ISSUE: Cost Study and Negotiation Of Per Diem Rate for United States Marshal Service (USMS) Prisoners

BACKGROUND/DISCUSSION:

Summerill Group, LLC specializes in working with the Department of Justice's Bureau of Prisons (BOP), United States Marshals Service (USMS), and the Department of Homeland Security Immigration and Customs Enforcement (ICE) assisting agencies on negotiation, award, and administration of intergovernmental service agreements.

The Peoria County Sheriff's Office currently has an intergovernmental service agreement (ISA) with the United States Marshals Service (USMS) for housing prisoners at the Peoria County Jail. Summerill Group, LLC was used in 2014 to conduct the research to establish comparable per diem rates for housing USMS prisoners and assisted in negotiating the ISA with the USMS. At that time, the research indicated that the comparable daily per diem rate was calculated at just over \$80 per inmate per day. Due to many variables the rate negotiated for the IGA was set at \$65 per inmate per day. The \$65 negotiated rate is still in place in the current IGA with the USMS.

It is believed that when the research is conducted, there will be plenty of data to support a minimum increase of 40% in the current negotiated rate .

The cost for the services for Summerill, LLC for conducting a cost study and negotiating a new per diem rate is \$28,500.00. (\$14,000 for calculation of the cost study and \$14,500 for negotiating a new per diem rate with the USMS).

The Peoria County Sheriff's Office is not asking for an additional appropriation to cover the expense of this service. It will be paid out of the current PCSO budget.

Assuming a successful negotiation at the minimum rate above were to occur and using the current USMS population, it would take less than two months to recover the expenses associated with this contract from the additional revenue generated.

COUNTY BOARD GOALS:



FINANCIAL STABILITY



COLLABORATION

STAFF RECOMMENDATION:
Recommend Approval

COMMITTEE ACTION:

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriffs Office
DATE: 4/12/2021



federal IGA solutions for local jails

1250 Connecticut Avenue, NW
Suite 700
Washington, DC 20036

Office: 202-261-6540

joseph@summerill.net

April 9, 2021

Sheriff Brian Asbell
Peoria County Sheriff's Office
301 N Maxwell Rd
Peoria, IL 61604

Subject: UPDATED PROPOSAL TO Assist Peoria County Sheriff Prepare /
Submit Application To US Marshals Service and Then Negotiate New
Per Diem For Intergovernmental Service Agreement # 26-00-0089

Dear Sheriff Asbell:

I appreciate your consideration of The Summerill Group, LLC for calculating and negotiating a new per diem rate for housing U.S. Marshals Service (USMS) prisoners in the Peoria County Jail. The following proposal, if accepted, will serve as the contract between The Summerill Group, LLC and Peoria County for this project.

STATEMENT OF WORK FOR THE PEORIA COUNTY PROJECT.

- The Summerill Group, LLC shall work with Peoria County Sheriff's Office to collect all allowable and allocable economic data regarding the costs associated with the current and future operation of the Peoria County Jail. This will include FY 2020 and FY 2021 cost data.
- Mr. Summerill's team will then build the Sheriff's new federal per diem rate, utilizing various methodologies in compliance with the U.S. Office of Management & Budget Circular 200; Chapter XXVIII – Department of Justice (2 CFR 200) and Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553). We will also calculate a new transportation / hospital guard rate.
- Mr. Summerill will then present to Sheriff Asbell a draft application to submit to USMS. We will also research neighboring Federal per diem rates and make a strategic recommendation regarding the submittal of the Sheriff's application to USMS.



Peoria County Sheriff's Office
US Marshals Service IGA # 26-00-0089 Project
April 9, 2021
Page 2

If the Sheriff chooses (for whatever reason) not to submit the new USMS application prepared by Summerill, no fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

- Upon the Sheriff's approval, Mr. Summerill will then upload the supporting cost data and operational data (for the new per diem rate and the new transportation / guard service rate) to USMS through the USMS eIGA website and start working with USMS officials to ensure that Sheriff's application is reviewed and negotiated in a timely manner.
- We will work with the USMS grants officer as she reviews our cost and operational data, answering all questions raised regarding the application and provide her with answers.
- Mr. Summerill will then partner with a Sheriff's Office official to conduct the actual negotiations with USMS. Mr. Summerill will supply the Federal government with all necessary data and back up material to support the per diem rate requests.
- Once the Sheriff and USMS agree upon new rates, Mr. Summerill will work with the grants officer to answer any remaining questions during the finalization process.
- Mr. Summerill will also review the final draft IGA and recommend whether the Sheriff should execute the new agreement or seek changes in the IGA language.

If the Sheriff chooses (for whatever reason) not to execute the new USMS IGAs, no additional fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

TEAM PROVIDING SERVICES TO PEORIA COUNTY.

Joe Summerill is the Managing Principal of Summerill Group, LLC. Joe specializes in federal government contracts related to the Department of Justice's Federal Bureau of Prisons, United States Marshals Service and the Department of Homeland Security's Immigration and Customs Enforcement. He has over twenty years of experience in negotiating federal contracts and IGAs.

Michele Sharpe is the Senior Grants Officer for The Summerill Group, LLC. Michele specializes in the preparation and submission of Intergovernmental Service Agreement applications to the US Marshals Service and Immigration & Customs Enforcement. Ms. Sharpe has developed internal algorithms which can assist local government is calculating per diem rates.



Peoria County Sheriff's Office
US Marshals Service IGA # 26-00-0089 Project
April 9, 2021
Page 3

GOALS FOR THIS PROJECT.

Our preliminary analysis suggests a new per diem rate of \$92 - \$94 for the Peoria County Jail. With an Average Daily Population of 60 USMS prisoners housed at this detention facility, a new rate of \$92 would generate new additional annual revenue of \$591 K for Peoria County. With an IGA term of 36 months, the County will generate approximately \$1.7 M in new additional revenue over the 36-month life of the IGA.

COMPENSATION FOR CALCULATING & NEGOTIATING NEW PER DIEM.

In consideration for the services described above, the Parties agree that The Summerill Group, LLC shall be paid a firm fixed fee of **TWENTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$28,500.00)**. Payment shall occur as follows:

Phase One:

An amount of FOURTEEN THOUSAND DOLLARS (\$14,000.00) shall be paid within 30 (thirty) days after the successful submission of Sheriff Asbell's application to USMS;

AS NOTED ABOVE, if the Sheriff chooses not to submit the new USMS application prepared by Summerill, no fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

Phase Two:

An amount of FOURTEEN THOUSAND FIVE HUNDRED DOLLARS (\$14,500.00) shall be paid within 30 (thirty) days after Peoria County's execution of a new USMS IGA;

If the Sheriff chooses not to execute the new USMS IGAs, no additional fee shall be paid to Summerill. In such a case, all work product prepared by Summerill shall remain his exclusive property.

The Summerill Group, LLC will submit invoices which shall not reflect an hourly breakdown of the work performed by Mr. Summerill, but instead state: "For Services Rendered to Peoria County, Illinois In Connection With the Formation and Execution of IGA # 26-00-0089 Between Peoria County and the U.S. Marshals Service."

Invoices from The Summerill Group, LLC shall be paid within 30 days of receipt.



Peoria County Sheriff's Office
US Marshals Service IGA # 26-00-0089 Project
April 9, 2021
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WAIVER OF CONFLICTS

In consideration for the services described above, the Parties agree that The Summerill Group, may represent other counties (including those in Illinois) seeking to renegotiate IGA per diem rates with U.S. Marshals Service and / or Immigration & Customs Enforcement.

EXIRATION OF OFFER.

This Offer expires on April 30, 2021.

Thank you again for your consideration of hiring The Summerill Group LLC for this project. Upon your approval, we will move forward. In the meantime, please do not hesitate to contact me with any questions.

JOSEPH SUMMERILL
202-261-6540

Accepted and agreed to this _____ day of _____, 2021 for Peoria County, Illinois.

By: _____

Title: _____

AGENDA BRIEFING

COMMITTEE: Public Safety and Justice
MEETING DATE: April 27, 2021

LINE ITEM: Revenue:
Expenditure: 001 1 012 3 315 54390

ISSUE: Renewal of Lease Agreement with the Metropolitan Airport Authority of Peoria

BACKGROUND/DISCUSSION:

This agenda item is for the renewal of a lease agreement between the Metropolitan Airport Authority of Peoria and Peoria County. The lease is for the Public Safety building that is used by the Peoria Multi-County Narcotics Enforcement Group (MEG). The Peoria County Sheriff's Office (PCSO) pays the monthly installments of the lease and then MEG reimburses the Peoria County Sheriff's Office for the full amount of these installments.

The term of the agreement is from July 1, 2020 and terminates on June 30, 2025. Due to resources being dedicated to matters pertaining to COVID-19, the Peoria County Sheriff's Office was unable to complete all the necessary tasks required in order to enter into this agreement prior to the July 1, 2020. The Peoria County Sheriff's Office has been continuing to make monthly lease installments so as to not disrupt MEG operations and MEG continues to reimburse PCSO for these payments.

COUNTY BOARD GOALS:



EFFECTIVE SERVICE DELIVERY



COLLABORATION

STAFF RECOMMENDATION:

Approval

COMMITTEE ACTION:

PREPARED BY: Doug Gaa
DEPARTMENT: Sheriff's Office
DATE: 4/16/2021

LEASE

BETWEEN

METROPOLITAN AIRPORT AUTHORITY
OF PEORIA,

LESSOR,

AND
PEORIA COUNTY,

LESSEE

LEASE

This Lease Agreement ("Lease") is made this ____ day of _____, 2021, between the METROPOLITAN AIRPORT AUTHORITY OF PEORIA, a municipal corporation ("Lessor") and the COUNTY OF PEORIA, a body politic and corporate ("Lessee").

WITNESSETH

1. PREMISES. Lessor, for and in consideration of the covenants and agreements herein stated to be fulfilled by Lessee, hereby leases to Lessee the following described real estate located at the Greater Peoria Regional Airport, commonly called the Public Safety Building, consisting of 4,125 square feet.

[See attached Exhibit A.]

Such real estate and improvements thereon are hereinafter referred to as the "Premises."

2. POSSESSION. Lessee shall take possession of the Premises on or before July 1, 2020, or such other day as mutually agreed by the parties after execution of this Lease.

3. INGRESS AND EGRESS. Lessee shall have the right and privilege of ingress to and egress from the Premises over Lessor's property at points designated by Lessor for Lessee's employees, agents, passengers, guests, patrons and invitees, its or their suppliers of materials and furnishers of service, and its or their equipment, vehicles, machinery and other property. Lessor shall, at its expense, maintain and clear (to include removal of snow from) all public roadways upon the General Wayne A. Downing Peoria International Airport ("Airport") in a manner sufficient to provide such ingress and egress to Lessee as aforesaid. Lessee understands that Lessee shall have access only to the Premises, with no access to the airfield.

4. TERM. The Initial Term of this Agreement ("Initial Term") shall commence on July 1, 2020, and terminate on June 30, 2025. Lessee shall have the option to renew this Agreement for successive one (1) year terms (each a "Renewal Term") by giving Lessor one hundred eighty (180) days' written notice prior to the end of the Initial Term and any successive terms of Lessee's desire to exercise their option to renew. The Lessee may also terminate this Agreement at any time during any term by providing one hundred eighty (180) days written notice to the Lessor of their intent to do so. The Renewal Terms shall be on the same terms and conditions as the Initial Term.

5. LAND RENT. Rent for the demised Premises shall be a total of \$21,037.50 for the first year of the Lease Term, commencing July 1, 2020, and shall thereafter be adjusted on July 1st of each year in accordance with the Consumer Price Index for All Urban Consumers, All Items, for the Midwest Region for the remainder of the Initial Term and any Renewal Term; provided, however, that in no event shall annual Rent for any given year be less than the amount paid in annual Rent for the preceding year. Rent shall be due and payable in advance in monthly installments each of which is equal to 1/12 of the annual Rent, and shall be due on the first of each month commencing on July 1, 2020. Any Rent charge not paid when due shall draw interest at eighteen percent (18%) per annum until paid.

6. MECHANIC'S LIEN. The Lessee shall have a continuing duty not to permit or suffer to be filed or claimed against the interest of the Lessee in the demised Premises during the continuance of this Lease any lien or claim of any kind, and if such lien be claimed

or filed, it shall be the duty of the Lessee, within thirty (30) days after the Lessor shall have been given written notice of such a claim having been filed, or within thirty (30) days after the Lessor shall have been given written notice of such claim and shall have transmitted written notice of the receipt of such claim unto the Lessee (whichever 30-day period expires earlier), to cause the Premises to be released from such claim, either by payment or by the posting of bond or by the payment to the court of the amount necessary to relieve and release the Premises from such claim, or in any other manner which, as a matter of law, will result, within such period of thirty (30) days, in releasing the Lessor and the title of the Lessor from such claim; and the Lessee covenants and agrees, within such period of thirty (30) days, to cause the Premises and the Lessor's interest therein to be released from the legal effect of such claim.

7. GENERAL PURPOSE AND USE. It is understood and agreed between the Lessor and Lessee that the Lessee may use the Premises for law enforcement purposes. Lessee shall have no access to the secured airfield unless otherwise authorized by this Lease. Lessee shall have vehicular parking spaces for Lessee's employees in such spaces designated by the Lessor's Director of Airports.

8. RULES AND REGULATIONS. Lessee covenants and agrees to observe and obey all rules and regulations which may from time to time during the Initial Term and the Extended Term thereof be promulgated and enforced by Lessor or other competent authority, provided the same are consistent with the intended use of the Premises and with safety and do not conflict with the rules of any federal or state agency having jurisdiction thereover and are not inconsistent with the procedures prescribed or approved from time to time by the Federal Aviation Administration ("FAA"). Lessee further agrees to comply at all times in all respects with the requirements of the state and federal laws and regulations, whether now in force or hereafter adopted, including but not limited to the Americans with Disabilities Act, those of the FAA and those promulgated by the Transportation Security Agency ("TSA"), and Lessee will not use or permit the use of the leased Premises herein or of other Premises which may be made available to the Lessee for any purpose that may be contrary to any such laws, ordinances, rules or regulations. Lessee covenants and agrees to oversee, monitor and secure the Premises twenty- four (24) hours per day every day of the year, in accord with Lessor's rules and regulations and ordinances, and any rules and regulations promulgated by the FAA and TSA. Lessee shall at all times take all reasonable steps to prevent unauthorized persons from entering or utilizing the Premises for any purpose.

9. HEIGHT RESTRICTIONS. Lessee shall not cause or permit any structure or object of natural growth to penetrate any civil airport imaginary surface as described in Title 14, Code of Federal Regulations, Section 77.25, or any successor provision, for any present or future runway at the Airport.

10. MAINTENANCE BY LESSOR.

A. Landscaping/Gardening Duties. Lessor shall mow, maintain and perform landscaping/gardening duties at the Airport, and replace, maintain and upgrade landscape as necessary. Lessor further agrees to make all repairs needed to maintain the site in a first-class condition.

B. Notice Regarding Repairs. Lessee agrees to give Lessor prompt notice of the need for any repairs agreed to be made by Lessor as set forth above. Such notice shall be in writing and shall be addressed to Lessor to the attention and at the address described in paragraph 37 of this Lease. Upon receiving notice of the need for any such repairs, Lessor agrees to promptly commence work thereon and to diligently prosecute such work to completion. Should Lessor fail to make any repairs required to be made by Lessor hereunder, Lessee shall have the right to make such repairs, and all sums expended in connection therewith shall be charged to

Lessee and shall be due and payable upon presentment of statement therefor. The election of Lessee to make such repairs for and on behalf of Lessor shall not constitute a waiver of the default resulting from the failure of Lessor to make such repairs.

C. Additional Maintenance Covenant. Lessor shall not be liable to Lessee for any loss to Lessee resulting from Lessor's acts, omissions or neglect in the maintenance and operation of the Airport and its facilities.

11. MAINTENANCE BY LESSEE. Lessee at its own cost and expense, in or on any space which is exclusively leased to Lessee under paragraph 1 hereof, agrees to perform the following:

A. remises. Lessee agrees to keep the Premises and all improvements thereon clean and free of rubbish and debris. Lessee agrees to use and operate properly all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits and to keep the same in good working condition. Lessee agrees to not to permit any person on the Premises with Lessee's permission to willfully or wantonly destroy, deface, damage, impair or remove any part of the leased Premises or the facilities, equipment or appurtenance thereto. Lessee agrees to maintain the Premises and all equipment and fixtures in good condition. Lessee agrees to it is responsible for janitorial service for the Premises. Lessee further acknowledges and agrees that Lessee is responsible for refuse removal.

B. Notice Regarding Repairs. Lessee agrees to make all repairs required to be made by it promptly and to have the same done in good and workmanlike manner. Should Lessee fail to make any repairs required to be made by Lessee hereunder, Lessor shall have the right to make such repairs, and all sums expended in connection therewith shall be charged to Lessee and shall be due and payable upon presentment of statement therefor. The election of Lessor to make such repairs for and on behalf of Lessee shall not constitute a waiver of the default resulting from the failure of Lessee to make such repairs.

C. Additional Maintenance Covenant. To the extent that Lessee is required to make repairs, it shall effect such repairs promptly in a good and workmanlike manner and in compliance with all applicable codes, ordinances and Lessor's rules and regulations.

12. ALTERATIONS, IMPROVEMENTS AND FIXTURES. Lessee shall not have the right to improve, add to or alter the leased Premises without the prior written consent of Lessor (which consent shall not be unreasonably withheld), or to install fixtures thereon; provided, however, if written consent from Lessor is given, Lessee shall have the right to remove any such improvements, additions, alterations or fixtures without the prior written consent of Lessor, and provided further that on expiration or sooner termination of the Lease, all improvements, including fixtures and any additions, alteration, or repairs to the Premises placed thereon by Lessee during the term thereof, shall become the absolute property of Lessee, free and clear of any and all claims by Lessor or any third person.

13. UTILITIES AND FIRE PROTECTION. Lessee agrees to pay all charges for utilities of any sort imposed or used on the Premises. Lessee shall promptly reimburse Lessor for all rental payments or other charges paid by Lessor on account of fire hydrants or utilities installed by mutual agreement on the demised Premises. Lessee agrees to pay such fees or charges for fire protection service to any building structure erected on the Premises as may be duly established from time to time by Lessor through rule, regulation or ordinance, or as may be agreed upon by and between Lessor and Lessee, it being understood that such fees and charges shall be fair, reasonable and nondiscriminatory and that the same are to be paid in addition to the rent provided herein.

14. TAXES. Lessee shall pay all lawful taxes and assessments which, during the Initial Term and the Extended Term hereof, may become a lien upon or which may be levied by

the state, county, city, or any other tax-levying body, upon any taxable interest of Lessee acquired in this Lease or any taxable possessory right which Lessee may have in or to the Premises or facilities hereby leased or the improvements thereon, by reason of its use or occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Lessee in and about said Premises. The project site is located within an Enterprise Zone and, as a consequence, is eligible for the temporary abatement of certain local and state taxes for specified initial periods of time.

15. **INSURANCE/INDEMNIFICATION.** In addition to all Insurance and Indemnification requirements of the Rates and Charges Ordinance, Lessee shall indemnify and save Lessor harmless from any and all liability, damage, expense, suits, claims or judgments arising from injury to person or property on the demised Premises, arising from or in connection with the use and occupancy of the demised Premises by Lessee. In support of the aforesaid indemnification of Lessor, but not in limitation thereof, Lessee covenants and agrees to carry owners, tenants and landlords public liability insurance of not less than \$1,000,000 for any one person, \$1,000,000 for any one accident for personal injury, and \$1,000,000 for property damage to the building during the Initial Term and the Extended Term, with the Lessor named as an additional insured. Lessor reserves the right to require higher coverage amounts during the Initial Term or the Extended Term should such be required by changes in industry standards or practices or changes in the scope of Lessee's operations.

Lessor shall pay for, keep and maintain property and fire insurance, windstorm and related risks with extended coverage endorsement, including vandalism and malicious mischief, based on the full insurable value of the buildings located on such demised Premises as determined by American Appraisal Company, or other appraisal company of comparable ability mutually agreeable to both Lessor and Lessee. Lessee shall be named an additional insured on such policies. Lessee will reimburse Lessor for the cost of such coverage.

Lessee shall provide at all times Workers' Compensation insurance in sufficient amounts as required under the laws of the State of Illinois during the Initial Term and the Extended Term of this Lease. As to any insurance required hereunder, Lessee agrees that it will furnish to Lessor a proper certificate of same executed by the issuing insurance companies (each of which shall be a recognized financially strong company) or the general agency writing such policies, providing for at least thirty (30) days' written notice to Lessor prior to cancellation of same. Appropriate certificates shall be mailed to Lessor not less than twenty (20) days prior to expiration of any such policies.

Lessee agrees to indemnify, defend, and hold harmless Lessor, its authorized agents, officers, representatives and employees from and against all liabilities, judgments, costs, damages or losses (including reasonable attorneys' fees and court costs) resulting from claims or court actions or safety or environmental violations or fines and penalties arising out of the acts of Lessee, Lessee's agents, and/or servants, or by reason of any act or omission of Lessee, Lessee's agents and/or servants in connection with its operations at the Airport. Lessee is hereby subrogated to any right of Lessor against any other parties whatsoever in connection therewith.

Lessor agrees to indemnify, defend, and hold harmless Lessee, their authorized agents, officers, representatives and employees from and against all liabilities, judgments, costs, damages or losses (including reasonable attorneys' fees and court costs) resulting from claims or court actions arising out of the acts of Lessor, Lessor's agents, and/or servants, or by reason of any act or omission of Lessor, Lessor's agents and/or servants arising out of its obligations to Lessee hereunder.

To the extent that a loss is covered by insurance in force and recovery is made for

such loss, the Lessor and Lessee hereby mutually release each other from liability and waive all right of recovery against each other for any loss from perils insured against under their respective insurance policies, provided that this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Lessor or Lessee. Each party shall cause each insurance policy obtained by it to provide that the insurance company waives all right of recovery by way of subrogation against either party in connection with any damage covered by any policy.

16. ACCESS TO PREMISES Lessor, its agents, consultants and employees shall have the right to enter upon and examine the Premises at all reasonable hours by prior appointment with Lessee's resident manager or at any time in the case of emergency for the purpose of inspecting the Premises and all parts thereof, and/or the operations and uses thereof by the Lessee, and for making any repairs, alterations, improvements or additions which Lessor may deem necessary for the safety, preservation or protection of the Airport or for soil or environmental compliance tests, or to investigate compliance with the terms of this Lease. Lessor shall be allowed to take all material into and upon the Premises that may be required therefor and to perform such acts without the same constituting an eviction of Lessee in whole or in part. The rent shall in no way abate while such inspections, repairs, alternations, improvements or additions are being made. Nothing herein contained shall be deemed to impose upon Lessor any obligations to care, supervise or repair the Premises and/or such buildings and improvements which are not elsewhere specifically set forth in this Lease.

17. QUIET ENJOYMENT. Lessor hereby covenants with Lessee that it is the owner of the leased Premises and has full right and power to enter into this Lease for the Initial Term and the Extended Term, upon all of the conditions herein contained, and that Lessee on paying such rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the leased Premises for such Initial Term and the Extended Term.

18. PERMITS. Lessor covenants and agrees to join with the Lessee in applying for and securing from any governmental authority having jurisdiction thereof any permits or licenses which may be necessary in connection with the construction required to be made by the Lessee, provided such governmental authority requires the Lessor to join in such application, and provided further that same shall be at Lessee's sole expense.

19. ENVIRONMENTAL MATTERS. Except as reasonably required for the permitted use and operation of Lessee under this Lease, Lessee shall not cause or permit any hazardous material (as hereinafter defined) to be released, stored, produced, emitted, disposed of or used thereon, about or beneath the Premises by Lessee, its agents, employees, contractors or invitees. In any instance where the reasonable operation thereof by Lessee requires the use, storage, handling or disposal of a hazardous material, Lessee warrants that it shall comply with all federal, state or local statutes, ordinances and rules governing the use, storage, handling or disposal of such substances.

Lessee shall defend, indemnify and hold harmless Lessor from and against any and all claims, damages, loss, liabilities, fines, penalties, judgments, costs, including, without limitation, investigation costs, cleanup costs, medical monitoring costs and soil sampling costs and/or expenses, including actual attorneys' and consultants' fees, arising from the environmental condition of the Premises created during the Initial Term and the Extended Term of this Lease as a result of Lessee's use of the Premises. The terms of this provision shall survive the expiration or other termination of this Lease.

As used in this Article, the term hazardous material shall mean any substance regulated by federal, state or local statute, ordinance or rule pertaining to the protection of

human health and welfare or the environment and shall include, but not be limited to, petroleum and substances governed by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.S. §9601 *et. seq.* and the Solid Waste Disposal Act, 42 U.S.C.S. *et. seq.*

Lessor warrants to Lessee that there are no hazardous materials currently at or on the project site, and Lessor assumes full responsibility for any costs or losses which Lessee may incur by reasons of a condition existing prior to Lessee's possession of the Premises.

20. SUBLEASING AND ASSIGNMENT. Lessee shall not have the right to sublease the Premises in whole or in part and shall not have the right to assign this Lease without the written consent Lessor.

21. WAIVER OF REQUIREMENT. No requirement whatsoever of this Lease shall be deemed waived or varied, nor shall the Lessor's acceptance of any payment with knowledge of any default or Lessor's failure or delay to take advantage of any default constitute a waiver of the Lessor's rights thereby nor of any subsequent or continued breach of any requirements of this Lease. All remedies herein provided for shall be in addition to and not in substitution for any remedies otherwise available to the Lessor.

22. SURRENDER. Lessee, upon the termination of Initial Term or the Extended Term as provided for herein, will at once surrender and deliver up to Lessor such demised Premises, its occupied space within the sort/warehouse building, together with all the improvements thereon, in good order and condition, ordinary wear and damage by the elements excepted. It is understood, however, that all furniture, fixtures and improvements which have not become a part of the Public Safety Building, and without limiting the generality of the foregoing this shall include all removable partitions and equipment, shall be and remain the sole property of the Lessee.

23. CASUALTY DAMAGE. If any building of Lessor in which Lessee occupies exclusive space hereunder shall be partially damaged by fire, the elements, or the public enemy so as to affect Lessee's use of the exclusive space therein but not render it untenable, the same shall be repaired with due diligence by Lessor at its own cost or expense. If the damage shall be so extensive as to render untenable Lessee's exclusive space in said building but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by Lessor at its own cost and expense, and the rent payable hereunder with respect to Lessee's exclusive space in such building shall be proportionately paid up to the time of such damage and shall thenceforth cease until such time as such building shall be fully restored. In case any such building is completely destroyed by fire, the elements, the public enemy or other casualties, or so damaged that it will or does remain untenable for more than thirty (30) days, at the option of Lessee either (1) said building shall be repaired or reconstructed with due diligence by Lessor at its own cost or expense, and the rent payable hereunder with respect to Lessee's exclusive space in said building shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as said building shall be fully restored, or (2) if within twelve (12) months of the time of such damage or destruction said building shall not have been repaired or reconstructed for Lessee's use, Lessee may give Lessor written notice of its intention to then cancel this Lease Agreement in its entirety or to cancel, as of the date of such damage or destruction, such part of this Lease Agreement as relates only to said building.

24. CONDEMNATION/SEIZURE. If the whole of the leased Premises, or such portion thereof as will make the leased Premises unsuitable for the purposes leased, is condemned for any public use or purpose by any legally constituted authority or seized by public authority due to war or national emergency, then in either of such events this Lease shall cease from the time when possession is taken by such public authority and rental shall be accounted for between the Lessor and Lessee as of the date of surrender of possession. Such termination shall be without prejudice to the

rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Lessor nor the Lessee shall have any rights in or to any award made to the other by the condemning authority.

25. **DEFAULT.** It is further agreed that any demand for rent made after it becomes due shall have the same force and effect as if made on the day it falls due; that if any default shall be made by the Lessee in any payment of rents or taxes, assessments, insurance premiums, utility charges or any other sum herein stipulated and agreed to be paid or kept, or such Lessee shall fail to keep and perform any other covenant, condition or agreement herein provided on the part of Lessee to be performed, including compliance with the Rates and Charges Ordinance, then and in that case the Lessor may serve upon said Lessee written notice of such default; and if such default shall then continue without being wholly remedied (or in the event such default cannot be wholly remedied with taking reasonable constructive steps to remedy) for a period of thirty (30) days after the service of such notice, then it shall and may be lawful for the Lessor, without further notice, to re-enter and repossess such leased Premises and the building and improvements situated thereon, or any part thereof, the Lessee agreeing at the election of such by Lessor or in any other way, to surrender and deliver up such above described Premises and property peaceably to such Lessor or the agents or attorneys of Lessor immediately. The election of the Lessor to re-take possession upon Lessee's default of any obligation of this Lease shall not excuse Lessee from rent due for the remainder of the Initial Term or the Extended Term of this Lease, subject to Lessor's duty to mitigate damages as required by law

In the event Lessee shall fail to perform any term of this Lease and fail to take reasonable constructive steps to remedy the same for a period of thirty (30) days after service of written notice of the same, the Lessee may have any other remedy available at law or by statute in addition to the foregoing.

26. **CAPTIONS.** The descriptive headings of this Lease are inserted for convenience and reference only and do not constitute a part of this Lease.

27. **CONSENTS.** Wherever the consent of the Lessor or the Lessee is required in connection with any action to be taken by the other party, it is specifically agreed that such consent, whether it be required of the Lessor or the Lessee, shall be reduced to writing.

28. **EXPENSES OF ENFORCEMENT.** Lessee shall pay and discharge all reasonable costs, attorneys' fees and expenses incurred by the Lessor in enforcing any of the Lessee's covenants and agreements herein contained, and such costs, fees and expenses may be taxed as costs in any suit or proceeding that may be brought to enforce any covenant or obligation of Lessee herein contained.

Lessor shall pay and discharge all reasonable costs, attorneys' fees and expenses incurred by the Lessee in enforcing any of the Lessor's covenants and agreements herein contained, and such costs, fees and expenses may be taxed as costs in any suit or proceeding that may be brought to enforce any covenant or obligation of Lessor herein contained.

29. **MISCELLANEOUS PROVISIONS.**

A. All remedies provided in this Lease shall be deemed cumulative and additional and not in lieu of or exclusive of each other or of any other remedy available to Lessor or Lessee at law or in equity, and the exercise of any remedy or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

B. The failure of either party to exercise any right or rights accruing to

and by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligation under the terms hereof.

C. No director, officer, agent or employee of either party hereto shall be charged personally or held contractually liable by or to the other party under any term or provision of this Lease or any supplement, modification or amendment to this Lease, or because of any breach thereof or because of its or their execution hereof.

D. This Lease shall be governed by and construed in accordance with the laws of the State of Illinois with respect to any suit, action or proceeding relating to the Lease, and Lessee and Lessor hereby irrevocably submit to the exclusive jurisdiction of the Courts of the State of Illinois and venue in the County of Peoria, Illinois.

E. Time for performance of the obligations of the parties is of the essence of this Lease.

F. This Lease is the complete understanding between the parties and supersedes all other prior agreements and representations concerning its subject matter.

30. BINDING UPON SUCCESSORS. All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of the respective successors and assigns, respectively, of Lessor and Lessee. Wherever used herein, the words "Lessor" and "Lessee" shall be deemed to include such successors and assigns of such parties.

31. SUBORDINATION OF LEASE TO OTHER JURISDICTIONAL AUTHORITY. It is mutually understood and agreed that this Lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States of America and the State of Illinois, their Boards, Agencies, Commissions and others, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds on the development of the Airport, and this Lease will be subordinate to the license or permit of entry which may be granted by the Secretary of Defense or the Department of Transportation. To the extent such subordination shall cause a termination of this Lease, Lessee shall be compensated according to law.

32. RIGHT TO AMEND. In the event the FAA, the Department of Transportation or their successors require modifications or changes in this Lease as a condition precedent to the granting of funds for the improvement of the Airport, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions or requirements of this Lease as may be reasonably required, pursuant to this paragraph, to agree to an increase in the rent provided for hereunder or to a change in the use (provided it is an authorized use hereunder) to which Lessee has put the leased Premises. In the event such amendment required by this paragraph materially increases the rent or interferes with the purpose of the Lease or the authorized use of the Premises by Lessee, Lessee shall have the right to terminate this Lease and shall upon termination surrender the Premises as provided above.

33. RELOCATION.

A. Lessor's Rights. The Lessor retains the right to improve, alter, modify or otherwise change the space allocated to the Lessee. The Lessor further retains the right to relocate the Lessee should relocation become necessary in the opinion of the management of the Lessor.

B. Lessee's Rights. Should any improvements, modifications or relocations, as referred to above, temporarily interrupt or otherwise prevent the Lessee from conducting business, all fees normally paid to the Lessor will be suspended on a prorated basis during the time such interruption shall exist. Should relocation become necessary, the Lessor shall endeavor to provide similar space at Lessor's cost within the Airport at similar rent to the Lessee, subject to the provisions and rights of Lessor, as heretofore stated.

34. NON-EXCLUSIVE RIGHTS. It is further covenanted and agreed that nothing contained in this Lease shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 40103 of the Federal Aviation Act of 1958, as amended, 49 U.S.C.S. §40103.

35. FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, terrorist activity, war or other reasons of a like nature not the fault of the party delayed in performing this Lease, then performance of such act shall be excused for the period of the delay and the period of any such act shall be extended for a period equivalent to the period of such delay; provided, however, that this paragraph shall not excuse Lessee from paying the rent and rentals herein specified unless otherwise provided to the contrary.

36. NONDISCRIMINATION.

A. Lessee for themselves, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of such facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subject to discrimination, (3) that the Lessee shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as such Regulations may be amended. That in the event of breach of any of the above non-discrimination requirements, Lessor shall have the right to terminate any Lease or use of its property and to re-enter and repossess such land and facilities thereof and hold the same as if such Lease had never been made or issued.

B. Lessee agrees to comply with all applicable federal, state, and local laws and regulations and agrees to indemnify Lessor against any loss or damage resulting from the violation of any such laws or regulations. This compliance includes all Executive Orders and amendments regarding Equal Employment Opportunity.

37. NOTICES. All notices required or permitted under this Lease shall be in writing and shall be deemed to be properly served if delivered in writing personally to the party or parties being served or sent registered or certified mail, postage prepaid, as follows:

Notice to Lessor:
Director of Airports
6100 W. Everett McKinley Dirksen Pkwy
Fourth Floor
Peoria, IL 61607

Notice to Lessee:

The place for giving any such notice may from time to time be changed by notice to the other party. Date of service of such notice, if served by mail, shall be the date on which such notice is deposited in a post office of the United States Post Office Department.

38. COUNTERPARTS. This Lease may be executed in any number of counterparts, each of which together shall constitute an original. Execution of this Lease may be by electronic signature, and the parties agree to accept and be bound by such electronic signatures, which shall be considered as original signatures.

IN WITNESS WHEREOF, the parties have signed and caused this Lease to be signed as of the day and year first above written.

LESSOR:

Metropolitan Airport Authority of Peoria,
an Illinois municipal corporation

LESSEE:

The County of Peoria, a body politic
and corporate

By: Karen M. Jensen
Chair of the Board of Commissioners

By: Brian Asbell
Peoria County Sheriff

ATTEST:

ATTEST:

Secretary of the Board of Commissioners

Its: _____

EXHIBIT A

Diagram of Public Safety Building

