

INTERGOVERNMENTAL COOPERATION AGREEMENT

LAW ENFORCEMENT SERVICE

BETWEEN DEKALB COUNTY SHERIFF'S OFFICE

AND PRAIRIE BAND POTAWATOMI NATION

THIS AGREEMENT made this _____ day of _____, 2009 by and between the DeKalb County Sheriff's Office, hereinafter referred to as the "DeKalb County Sheriff," and the Prairie Band Potawatomi Nation, hereinafter referred to as the "Nation."

WITNESSETH:

WHEREAS, the Nation is a federally recognized Indian tribe with all the rights and powers attendant thereto,

WHEREAS, Article III of the Treaty of Prairie du Chien of 1829 (7 Stat. 320, July 29, 1829) reserved for Chief Shab-eh-nay and his band "two sections of his village near Paw-Paw Grove," which consisted of Twelve Hundred Eighty (1280) acres of land located near the present day Village of Shabbona, Illinois and located within the County ("Shab-eh-nay Reserve").

WHEREAS, the Nation, which is the political successor-in-interest to Chief Shab-eh-nay's band, purchased land within the Shab-eh-nay Reserve: (1) One Hundred Twenty-eight (128) acres of land within the Shab-eh-nay Reserve ("Tribal Project Lands") and (2) a residence on one (1) acre of land which is located outside the Tribal Project Lands within the Shab-eh-nay Reserve at 8930 Tomahawk Trail, Shabbona, Illinois ("Tribal Residential Land") which together with any other lands located within the Shab-eh-nay Reserve acquired by the Nation are collectively referred to as "Tribal Lands;"

WHEREAS, the DeKalb County Sheriff carries out the law enforcement and police protection services to the citizens of DeKalb County, a body politic and corporate;

WHEREAS, the Nation recognizes the governmental responsibilities of the DeKalb County Sheriff to provide police services and protection to its citizens;

WHEREAS, the County and the Nation respect each other's governmental responsibilities regarding law enforcement and police protection;

WHEREAS, the Parties agree that the safety and well-being of all people and the security of all property on the Tribal Lands is of utmost importance, and that, as such,

comprehensive law enforcement and police protection are crucial elements for ensuring that the land within the Tribal Lands is a safe and secure place; and

WHEREAS, the Parties believe comprehensive law enforcement and police protection coverage for the Tribal Lands can be satisfactorily provided through agreement and cooperation with each other; and

WHEREAS, the Nation and the DeKalb County Sheriff wish to enter into an Agreement that represents orderly, efficient and comprehensive police services for the Tribal Lands; and enter into this Agreement in reliance on the commitments made herein; and

WHEREAS, the Nation, in exercising its jurisdiction and to ensure comprehensive law enforcement coverage for the Tribal Lands, desires to contract with the DeKalb County Sheriff to furnish certain police protection and law enforcement services within the boundaries of the Tribal Lands; and

WHEREAS, the DeKalb County Sheriff is agreeable to provide such services; and

NOW, THEREFORE, in consideration of the mutual promises and covenants provided herein, **IT IS HEREBY AGREED** by the DeKalb County Sheriff and the Nation as follows:

I. The Nation's Responsibilities.

The Nation shall, in exercising its jurisdiction, provide law enforcement and police protection services to the Tribal Lands under the following guidelines and parameters:

- (A) The Nation in exercising its jurisdiction and to ensure comprehensive coverage shall purchase police protection and law enforcement services for the Tribal Lands from the DeKalb County Sheriff.
- (B) The Nation shall deputize DeKalb County Sheriff officers upon the execution of this Agreement.
- (C) The Nation may initially provide one or more fully certified Tribal Police Officers to patrol and serve the Tribal Lands.
- (D) The Nation's Tribal Police Officers shall have the authority to stop and hold offenders who are on Tribal Lands and who are not members of an Indian tribe in order to detain them until they can be turned over to the DeKalb County Sheriff or Federal Law Enforcement authorities or other proper authority for processing and enforcement.

- (E) The Nation shall fund an annual amount of \$30,000 to provide for an “Investigative Support Bank.” The Nation shall draw down from this Bank to pay the DeKalb County Sheriff to provide investigative support that may be required in cases occurring on Tribal Lands. The DeKalb County Sheriff shall provide quarterly documentation to the Nation of the investigative support provided. If Investigative Support Bank funds are not fully used within the year provided for, funds remaining at the end of the year shall rollover to the following year and the Nation shall supplement such funds so that the Investigative Support Bank has a \$30,000 balance at the beginning of the following year. Should the \$30,000 be depleted within the year funded, the Nation shall pay the DeKalb County Sheriff for investigative support that is required for the remainder of that year, subject to the review of the Nation; and, the Nation shall fund an amount of \$40,000 to provide for the Investigative Support Bank for the following year. The Nation and the DeKalb County Sheriff agree to meet and confer in good faith regarding concerns by either party regarding the utilization of the investigative support budget.
- (F) The Nation shall provide an annual amount of \$20,000 for the first two years of this agreement and \$10,000 for the third year of this agreement in order to provide for a “Patrol Support Bank.” The Nation shall draw down from the Patrol Support Bank to pay the DeKalb County Sheriff for overtime needs that may be required as a result of special events, follow-up on cases or other special unanticipated needs occurring on Tribal Lands. The DeKalb County Sheriff shall provide quarterly documentation to the Nation of the patrol support provided. If Patrol Support Bank funds are not fully used within the year provided for, funds remaining at the end of the year shall rollover to the following year and the Nation shall supplement such funds so that the Patrol Support Bank has a \$20,000 balance at the beginning of the second year and a \$10,000 balance for the third year. Should the balance be depleted within the year funded, the Nation shall pay the DeKalb County Sheriff for patrol support that is required for the remainder of that year, subject to review by the Nation. The Nation and the DeKalb County

Sheriff agree to meet and confer in good faith regarding concerns by either party regarding the utilization of the patrol support budget.

- (G) The Nation's obligations are contingent upon its placement and continued operations of a Class II gaming facility (bingo hall), under the Indian Gaming Regulatory Act, 25 U.S.C. § 2701 et seq., on the Tribal Project Lands.

II. The County's Responsibilities.

The DeKalb County Sheriff shall furnish, supply and provide the Nation on its Tribal Lands with general police protection and law enforcement services under the following guidelines:

- (A) The general police protection and law enforcement services provided herein to the Nation shall, unless specifically provided otherwise, consist of the type of police protection and law enforcement services provided within its jurisdiction and customarily afforded by the DeKalb County Sheriff as authorized by prevailing law.
- (B) Criminal violations of law by persons who are members of an Indian tribe shall be cited to the Prairie Band Potawatomi Nation Tribal Court.
- (C) The DeKalb County Sheriff shall prepare and present to the Nation a semi-annual report of all police activities occurring within the Tribal Lands.

III. Personnel and Equipment for Services/ Costs

- (A) The DeKalb County Sheriff shall provide periodic patrol and 24 hour response status for Tribal Lands before, during, and until construction of the Class II gaming facility and government center is complete.
- (B) The DeKalb County Sheriff shall provide general police protection and law enforcement services assigned to the Tribal Lands upon commencement of and during Class II gaming facility operations. If the Nation commences Class III gaming facility operations, the DeKalb County Sheriff shall increase staff assigned to provide continued general police protection and law enforcement services on the Tribal Lands.

- (C) The DeKalb County Sheriff shall furnish, supply and provide for the Nation all police personnel, supervision, scheduling, equipment, communications and supplies necessary to effectively maintain the level of police protection and law enforcement services to be rendered by the DeKalb County Sheriff herein, all of which shall be from personnel, services, and facilities available to and customarily used by the Sheriff and his Department in their general police employment; however, the Nation agrees to provide a secure space for law enforcement records.
- (D) In exchange for the services rendered by the DeKalb County Sheriff under this Agreement, the Nation agrees to provide funding to the DeKalb County Sheriff for the costs required of law enforcement staff assigned to the Tribal Lands. For the first two (2) years of this agreement, the Nation shall provide funding to the DeKalb County Sheriff for the costs of one sergeant, one deputy, and administrative support, including salary, benefits, and reasonable costs associated with training. The cost for such support in the first year shall not exceed \$198,700.00. The cost for such support in the second year shall not exceed \$206,300. In the third year of this agreement, the Nation shall provide funding for a second deputy, if the need for same is required by the DeKalb County Sheriff. The costs of one sergeant, two deputies, and administrative support, including salary, benefits, and reasonable costs associated with training shall not exceed \$318,800.00.
- (E) The aforementioned funding shall begin upon groundbreaking of the Nation's Class II gaming operations facility.
- (F) If the Nation commences Class III gaming facility operations, the DeKalb County Sheriff shall increase staff assigned to provide continued general police protection and law enforcement services to include five (5) additional deputies and one investigator, with the upgrade of the Sergeant position to a Lieutenant.
- (G) A law enforcement substation may be provided with a secure entrance for law enforcement personnel only, and equipped as necessary with phone, fax, general office furniture, bathroom facilities, interview room, holding room or rooms, computer and internet hook-up; all at the Nation's expense, depending on the

requirements of the Nation. The Nation and Sheriff shall cooperate in good faith regarding the need for such substation.

IV. Status of DeKalb County Sheriff Personnel.

- (A)** All DeKalb County Sheriff officers assigned to provide the police protection and law enforcement services herein shall be personnel of the DeKalb County Sheriff's Office and be certified Illinois Police Officers and shall operate under the supervision of the DeKalb County Sheriff.
- (B)** The aforementioned officers shall be deputized by the Nation as Nation Police Officers upon execution of this agreement. Such commissions will grant the officers the same criminal law enforcement authority over persons who are members of an Indian tribe as that of the Tribal Police Officers who are regularly employed by the Nation. The deputized Sheriff's officers shall work in good faith cooperation with the Nation to carry out the Nation's laws under their commission.
- (C)** DeKalb County Sheriff personnel shall not have any employment status, rights or benefits from the Nation by reason of their assignment to serve the Tribal Lands or their commission as Nation Police Officers, all such items being furnished by the DeKalb County Sheriff.
- (D)** Notwithstanding anything herein to the contrary, the DeKalb County Sheriff shall retain control over the Sheriff personnel assigned to serve the Tribal Lands, the methods of rendering such services, the levels of the standards of performance, the discipline of any Sheriff personnel, and the general control and management of all assigned Sheriff personnel, equipment, and all supplies relevant herein; provided, the DeKalb County Sheriff shall cooperate with the Nation in good faith to address any concerns of the Nation regarding these issues.
- (E)** Notwithstanding paragraph "D" of this section, the Nation may de-deputize a DeKalb County Sheriff's Officer as a Nation Officer but shall not do so without proper process and without notifying the DeKalb County Sheriff in advance.

V. Liability/Insurance Responsibilities to Other Party.

- (A)** The Nation agrees to hold the County harmless against persons not parties to this Agreement and reimburse the County for any and all such damages, suits, claims, judgments or monies, including, but not limited to, reasonable attorney fees and costs of litigation, arising out of the performance or non-performance of the Nation personnel working under this Agreement against such persons not parties to this Agreement. The Nation shall not be required to provide worker's compensation insurance or worker's compensation benefits to the County officers assigned to the Tribal Lands nor shall the Nation be required to provide general liability or police liability insurance coverage.
- (B)** The DeKalb County Sheriff agrees to hold the Nation harmless against persons not parties to this Agreement and reimburse the Nation for any and all such damages, suits, claims, judgments or monies, including, but not limited to, attorney fees and costs of litigation, arising out of the performance or non-performance of the County personnel working under this Agreement against such persons not parties to this Agreement.
- (C)** The DeKalb County Sheriff and its officers and employees, shall not be deemed to assume any liability for the contractual or tortious acts of the Nation, its officers, agents or employees.
- (D)** The Nation shall not be deemed to assume any liability for the contractual or tortious acts of the DeKalb County Sheriff, its officers, agents or employees.

VI. Incarceration Services.

- (A)** The DeKalb County Sheriff shall house inmates committed to the custody of the Nation who are prosecuted, held awaiting prosecution, or are otherwise imprisoned for violations of the Prairie Band Potawatomi Nation Law and Order Code.
- (B)** The Nation shall pay the DeKalb County Sheriff the rate of \$60.00 per day or if applicable, the market rate charged local municipalities and counties, per inmate, for any inmate who is prosecuted by the Nation and is sentenced to incarceration at the DeKalb County jail. The Nation shall pay the DeKalb County Sheriff at the

aforementioned rate, per inmate, for any inmate or inmates who have been individually or collectively held at the County jail for over 90 days.

- (C) Using the same standards applicable to other inmates, the Sheriff shall have the right to refuse to accept any inmate from the Nation into the County Jail when in the opinion of the Sheriff, said inmate has a serious medical related issue that requires medical treatment before being accepted as an inmate.
- (D) Tribal inmates shall be subject to the DeKalb County Sheriff manual for procedure regarding conduct and internal operations in the same manner as all other inmates of the County jail.

VII. Effective Date and Duration.

This Agreement shall become effective on the ____ day of _____ 2009, upon its approval by the Sheriff of DeKalb County, Illinois and the Nation. The Agreement shall be in effect for the period of three years unless terminated under Section IX.

VIII. Dispute Resolution and Limited Waiver of Sovereign Immunity.

The Sheriff and the Nation agree to the following dispute resolution procedures.

(A) Dispute Resolution.

(1) Meet and Confer.

In the event that the Sheriff or the Nation believes that the other has committed a possible violation of this Agreement, it may request in writing that the Parties meet and confer in good faith for the purpose of attempting to reach a mutually satisfactory resolution of the problem within fifteen (15) days of the date of service of said request; provided that if the complaining party believes that the problem identified creates a threat to public health or safety, the complaining party may proceed directly to arbitration as provided in Section VIII.(A)(5).

(2) Notice of Disagreement.

Within 30 days of holding the meet and confer obligation in Subsection (A)(1), if the complaining party is not satisfied with the result of the meet and confer process, the complaining party shall provide written notice to

the other identifying and describing any alleged violation of this Agreement ("Notice of Disagreement"), with particularity, if available, and setting forth the action required to remedy the alleged violation.

(3) Response to Notice of Disagreement.

Within 15 days of service of a Notice of Disagreement, the recipient party shall provide a written response denying or admitting the allegations set forth in the Notice of Disagreement, and, if the truth of the allegations is admitted, setting forth in detail the steps it has taken and/or will take to cure the violations. Failure to serve a timely response shall entitle the complaining party to proceed directly to arbitration, as provided in Section VIII. (A)(5).

(4) Expedited Procedure for Threats to Public Health or Safety.

Within 90 days of executing this Agreement, the Parties shall select an arbitrator to handle the resolution of disputes occurring under this Subsection.

If the Sheriff or the Nation reasonably believes that in violation of this Agreement the other's conduct has caused or will cause a significant threat to public health or safety, resolution of which cannot be delayed for the time periods otherwise specified in this Section, the complaining party may proceed directly to arbitration as set forth in Section VIII. (A)(5), without regard to the Meet and Confer or Notice of Disagreement procedures set forth in Sections VIII.(A)(1), VIII. (A)(2), and VIII. (A)(3), and seek immediate equitable relief.

(5) Binding Arbitration Procedure.

Subject to prior compliance with the Meet and Confer process set forth in Section VIII.(A)(1), and the Notice and Response process in Sections VIII. (A)(2) and VIII. (A)(3), and except as provided in Section VIII. (A)(4), either party has the right to initiate binding arbitration to enforce the terms of this Agreement. The arbitration shall be conducted in accordance with the following procedures:

The arbitration shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules as hereby modified. The arbitrator shall be selected pursuant to such rules; provided that he/she must be a licensed attorney, and knowledgeable in federal Indian law and federal Indian gaming law if the issue involves federal Indian law or federal Indian gaming law. The parties and the arbitrator shall maintain strict confidentiality with respect to the arbitration.

The arbitration shall be held in DeKalb County, Illinois, unless otherwise agreed to by the Parties in writing. The arbitrator shall be empowered to grant equitable and injunctive relief and specific performance. The arbitrator shall not have the power to award punitive damages or non-contract damages. The provisions of the Illinois Code of Civil Procedure Section 2-1003 are incorporated herein, and made part of this Agreement; provided that no discovery authorized by said section may be conducted without leave of the arbitrator, who shall decide to grant leave based on the need of the requesting party and the burden of such discovery in light of the nature and complexity of the dispute.

If either party requests a hearing, the arbitrator shall set the matter for hearing. Otherwise, the arbitrator shall decide whether to set the matter for hearing.

The resulting award shall be in writing and give the reasons for the decision. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The costs and expenses of the American Arbitration Association and the arbitrator shall be shared equally by and between the Parties unless the arbitrator rules otherwise.

An action to compel arbitration or to enforce any award in an arbitration held pursuant to Section VIII may be brought in either a United States District Court or the Circuit Court for DeKalb County.

(B) Limited Waiver of Sovereign Immunity.

Notwithstanding any rule of the Commercial Arbitration Rules of the American Arbitration Association, the Nation expressly and irrevocably waives its immunity from suit only as provided for and limited by this Section. This Nation's waiver of sovereign immunity is limited for the purposes of compelling arbitration as agreed to under Section VIII. (A)(5) of this Agreement or enforcing an arbitration award made under Section VIII. (A)(5) of this Agreement. The waiver granted herein shall commence as of the effective date of this Agreement and shall continue for one year following the expiration, termination, or cancellation hereof, or for the duration of any litigation or dispute resolution proceeding then pending, all appeals therefrom, and the satisfaction of any awards or judgment that may issue from such proceedings, whichever is later. This waiver is granted only to the DeKalb County Sheriff and not to any other individual or entity. The Tribe hereby waives its sovereign immunity from suit concerning the specific matters covered by this Section of this Agreement (compelling arbitration or enforcing an arbitration award) in accordance with the Resolution of the Prairie Band Potawatomi Tribal Council, which is attached to this Agreement as Exhibit A. Any monetary award to the Sheriff by the Nation as determined by the arbitrator's decision shall not exceed the amounts due and owing under Sections I. (E), I (F), and III. (D), and the share of the costs and expenses of arbitration. Recovery of such award shall be limited solely to the Nation's net gaming revenue from the Nation's gaming operations on the Tribal Project Lands.

IX. Termination.

(A) This Agreement may immediately terminate at the Nation's option, upon issuance of a written Indian land determination by the National Indian Gaming Commission ("NIGC") or the U.S. Department of the Interior concluding that the Shab-ch-nay Reserve legally does not qualify for gaming under the Indian Gaming Regulatory Act.

(B) This Agreement may terminate at the Nation's option, on thirty (30) days notice should circumstances arise that prevent the commencement or operation of the Nation's Class II gaming facility.

Otherwise, during the life of this Agreement, no breach or violation of any of the terms of this Agreement by either party shall operate to void or terminate or provide grounds for termination hereof, it being the intent of the Parties that the provisions of this Agreement shall be subject to specific performance, and injunctive relief shall be provided to cure any breaches prospectively, and that damages shall be awarded to redress any harm occasioned by a breach; provided, however, that if a party cannot or will not conform to the requirements of this Agreement as evidenced by a pattern of violations, and if such violations pose a serious threat to the public health, safety or welfare, this restriction on termination of this Agreement shall not apply.

IN WITNESS WHEREOF, the DeKalb County Sheriff caused this Agreement to be signed by _____ on the _____ day of _____, 2009.

IN WITNESS WHEREOF, the Nation, by Resolution adopted by the Tribal Council (attached hereto as Exhibit A) caused this Agreement to be signed by its Chairman and attested by its Secretary on the _____ day of _____, 2009.

ATTEST:
PRAIRIE BAND POTAWATOMI NATION

James M. Potter, Secretary
Prairie Band Potawatomi Nation.

BY _____
Steve Ortiz, Chairman
Prairie Band Potawatomi Nation

DEKALB COUNTY SHERIFF'S OFFICE

BY: _____
Roger A. Scott, Sheriff
DeKalb County, Ill

Subscribed and sworn to before me this _____ day of February 2009.

Notary Public

My Commission Expires: _____

EXHIBIT A

**PRAIRIE BAND POTAWATOMI NATION
TRIBAL COUNCIL RESOLUTION 2009- 024**

**Approval of Intergovernmental Cooperation Agreement By and Between DeKalb County
Sheriff's Office and the Prairie Band Potawatomi Nation**

WHEREAS, The Prairie Band Potawatomi Nation (the Nation) is a duly organized and federally recognized Tribal government, with a Constitution and By-Laws approved by the United States Secretary of the Interior and last amended on December 6, 2007; and

WHEREAS, Pursuant to Article V of the Prairie Band Potawatomi Nation Constitution, the Tribal Council is the governing body with enumerated powers of, *inter alia*, enacting laws; taking other actions to promote and protect the health, peace, morals, education, or welfare of the Nation or its members, or to serve any other appropriate governmental or tribal purpose; and entering into intergovernmental agreements on behalf of the nation; and

WHEREAS, Article III of the 1829 Prairie du Chien reserved 1280 acres of land in what is now Dekalb County, Illinois, for Chief Shab-eh-nay and his Band, of which the Nation is the successor-in-interest; and

WHEREAS, pursuant to Section 13 of the February 20, 2008, Intergovernmental Agreement By and Between DeKalb County, Illinois and the Nation, the Nation sought to enter into an intergovernmental agreement for law enforcement services with the DeKalb County Sheriff to ensure adequate and efficient law enforcement services are provided on the Tribal Project Lands within the Nation's Shab-ch-nay Reservation; and

WHEREAS, the Nation and the DeKalb County Sheriff respect each other's governmental responsibilities to provide police services and protection to its citizens; and

WHEREAS, the Nation and the DeKalb County Sheriff agree that the safety and well-being of all people and the security of all property on the Tribal Lands is of utmost importance, and believe comprehensive law enforcement and police protection coverage for the Tribal Lands can be satisfactorily provided through intergovernmental agreement and cooperation with each other; and,

WHEREAS, the Nation, in exercising its jurisdiction and to ensure comprehensive law enforcement coverage for its Tribal Lands, negotiated an Intergovernmental Cooperation Agreement with the DeKalb County Sheriff pursuant to which the Sheriff will furnish for consideration certain police protection and law enforcement services within the boundaries of the Tribal Lands; and

WHEREAS, the Intergovernmental Cooperation Agreement for Law Enforcement Service Between DeKalb County Sheriff's Office and the Prairie Band Potawatomi Nation sets forth a

dispute resolution procedure for resolving disputes arising under the Intergovernmental Cooperation Agreement and contains a requirement for a limited waiver of sovereign immunity to the DeKalb County Sheriff from the Nation for the specific and limited purposes of the arbitration proceedings brought under Section VIII of the Intergovernmental Cooperation Agreement; and

WHEREAS, the limited waiver of sovereign immunity as set forth in Section VIII (B) of the Intergovernmental Cooperation Agreement is limited to the subject matter of the Intergovernmental Cooperation Agreement with the DeKalb County Sheriff, and can only be invoked by the DeKalb County Sheriff to compel arbitration and enforce an arbitration award under Section VIII of the Intergovernmental Cooperation Agreement; and

WHEREAS, the Tribal Council, having considered this matter in accordance with custom and priorities of the Nation, agrees that the approval of the Intergovernmental Cooperation Agreement Between the DeKalb County Sheriff's Office and the Nation, would be in the best interests of the Nation and its members; and

WHEREAS, the Tribal Council recognizes the need under the Intergovernmental Cooperation Agreement to exercise its sovereign rights to provide a limited waiver of sovereign immunity to the DeKalb County Sheriff with regard to disputes arising under or in connection with the Intergovernmental Cooperation Agreement; and

NOW, THEREFORE BE IT RESOLVED that the Tribal Council hereby authorizes and approves the attached Intergovernmental Cooperation Agreement for Law Enforcement Service between Dekalb County Sheriff and the Prairie Band Potawatomi Nation and authorizes the Chairperson's execution and delivery of the Intergovernmental Cooperation Agreement to the DeKalb County Sheriff; and

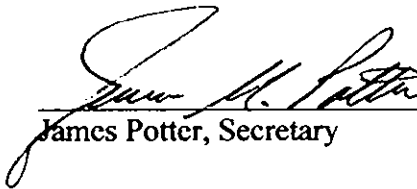
BE IT FURTHER RESOLVED, that the Tribal Council, in accordance with Section VIII (B) of the Intergovernmental Cooperation Agreement, does hereby grant a limited waiver of sovereign immunity of the Nation only to the DeKalb County Sheriff and to no other individual or entity for the limited, sole and specific purposes of the arbitration proceedings brought under Section VIII of the Intergovernmental Cooperation Agreement and as set out in Section VIII (B) of the Intergovernmental Cooperation Agreement, and for no other purpose.

CERTIFICATION

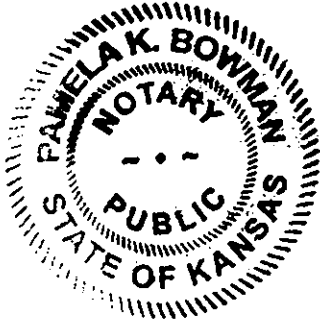
This foregoing resolution was duly adopted at a meeting of the Prairie Band Potawatomi Nation Tribal Council on the 28th day of January, 2009 during which (5) members were present, constituting a quorum, by a vote of (4) , for, (0) opposed,(0) abstaining, (2) absent from voting and the Chair not voting.

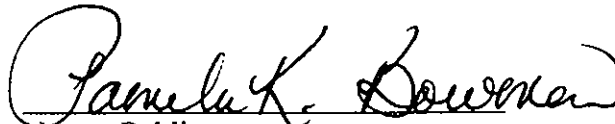

Joyce Guerrero, Vice Chairperson

ATTEST:


James Potter, Secretary

Subscribed and sworn to before me this 28th day of January, 2009




Notary Public

My commission expires: 08-10-10