



**JUSTICE COMMITTEE AGENDA
Government Center, Room 400**

Monday, December 6, 2004
5:00 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – November 1, 2004
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Sandy Parker, McLean County Circuit Clerk
 - 1) Items to be Presented for Information:
 - a) Statistical Reports, October 2004 1-9
 - b) General Report
 - c) Other
 - B. Amy Davis, Public Defender
 - 1) Items to be Presented for Action:
 - a) Request Approval of Contract for Special Public Defender with Alan J. Novick, Attorney at Law 10-14
 - b) Request Approval of Contract for Special Public Defender with Anthony Tomkiewicz, Attorney at Law 15-19
 - c) Request Approval of Contract for Special Public Defender with Keith Davis, Attorney at Law 20-24
 - d) Request Approval of Contract for Special Public Defender with Lee Ann Hill, Attorney at Law 25-29
 - e) Request Approval of Contract for Special Public Defender with John L. Wright, Jr., Attorney at Law 30-34

2)	<u>Items to be Presented for Information:</u>	
a)	Monthly Caseload Report for October 2004	35-37
b)	General Report	
c)	Other	
C.	Beth C. Kimmerling, Coroner	
1)	<u>Items to be Presented for Information:</u>	
a)	General Report	38
b)	Other	
D.	Roxanne Castleman, Director, Court Services	
1)	<u>Items to be Presented for Action:</u>	
a)	Request Approval of Contract with Livingston County for Lease of Space in the McLean County Juvenile Detention Center	39-44
b)	Request Approval of Contract for Counseling Services with McLean County Juvenile Detention Center	45-50
2)	<u>Items to be Presented for Information:</u>	
a)	Court Services Adult/Juvenile Division Statistics, October 2004	51-52
b)	Juvenile Detention Center – McLean County Statistics, 2004	53-55
c)	Juvenile Detention Center – Out of County Statistics, 2004	56-57
d)	General Report	
e)	Other	
E.	Billie Larkin, Director, Children's Advocacy Center	
1)	<u>Items to be Presented for Information:</u>	
a)	Monthly Statistical Report	58
b)	CASA Report	59
c)	General Report	
d)	Other	
F.	David Owens, McLean County Sheriff	
1)	<u>Items to be Presented for Action:</u>	
a)	Request for Approval of an Intergovernmental Agreement Between the County of McLean and the City of Bloomington for Booking Services	60-64
b)	Request for Approval of an Intergovernmental Agreement Between the County of McLean and the Town of Normal for Booking Services	65-66

	c)	Request for Approval of an Intergovernmental Agreement Between the County of McLean and Illinois State University for Booking Services	67-69
	d)	Request for Approval of Service Agreement with Paxton's Inc. for Typewriter Maintenance	70-78
	e)	Request to Review Bids and Select Contractor For Chemical Agents to be used in the McLean County Jail Laundry and Dish Machine	79-84
	f)	Request Approval of a Contract with Rev. Colleen Bennett for the provision of Chaplain services for the McLean County Jail	85-86
	g)	Request Approval of Letter of Understanding Between McLean County Board and the Regional Office of Education for McLean and DeWitt Counties for McLean County Jail Education Program	87-89
	h)	Request Approval of a Maintenance Agreement with Identix for the Live-Scan Fingerprinting System in the McLean County Detention Facility	90-94
	i)	Request Approval of 2004 Vehicle Bids for Sheriff's Department and Coroner's Office	95-96
	2)	<u>Items to be Presented for Information:</u>	
	a)	McLean County Detention Facility Population Report	97-98
	b)	General Report	
	c)	Other	
G.		Bill Yoder, McLean County State's Attorney	
	1)	<u>Items to be Presented for Information:</u>	
	a)	2004 Case Load Report	99
	b)	Asset Forfeiture Fund	100
	c)	General Report	
	d)	Other	
H.		Joan Naour, Correctional Health Services	
	1)	<u>Item to be Presented for Action:</u>	
	a)	Request Approval for Renewal of a Contract with Dennis Krug, DDS, for the Provision of Dental Clinician Services for The McLean County Adult Detention Facility	101-105
	b)	Request Approval for Renewal of a Contract with the McLean County Center for Human Services for the Provision of Mental Health Services for the McLean County Adult Detention Facility	106-111

- c) Request Approval for Renewal of a Contract With Merle Pharmacy No. 1, Inc., for the Provision of Pharmaceutical Services for the McLean County Adult Detention Facility 112-117
 - 2) Items to be Presented for Information:
 - a) Quarterly Report for the McLean County Health Services Department/Third Quarter 118-120
 - b) General Report
 - c) Other

- I. Bill Gamblin, Director, 911 Administration
 - 1) Items to be Presented for Information:
 - a) General Report
 - b) Other

- J. Curtis Hawk, Director, E.S.D.A./Civil Defense
 - 1) Item to be Presented for Action:
 - a) Request Approval of Illinois Emergency Management Agency (IEMA) Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program FFY'05 Grant Agreement – October 1, 2004 through September 30, 2005 121-127
 - b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance General Fund 0001, ESDA Department 0047 128
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

- K. Craig Nelson, Director, Information Services
 - 1) Items to be Presented for Action:
 - a) Request Approval of Contract Providing Permission for McLean County Crime Stoppers to Reproduce Certain Images from McLean County EJS Program 129-130
 - b) Request Approval Integrated Justice Information Services (IJIS) Master Consulting Services Agreement; Work Order #15 131-135
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

- L. Ed Books, Assistant Chief, Rescue Squad
 - 1) Items to be Presented for Information:
 - a) General Report
 - b) Other

- M. Will Scanlon, Trial Court Administrator
 - 1) Items to be Presented for Information:
 - a) Title IV-D Child Support Enforcement Hearing Officer
 - b) General Report
 - c) Other

- N. John Zeunik, County Administrator
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Resolution of the McLean County Board Recommending that the Anticipated Additional Revenues to be Received from the Approved Host Fee Agreement be Designated to Fund a Pre-Trial Release and/or Electronic Monitoring Program 136-137
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

5. Other Business and Communication

6. Recommend payment of Bills and Transfers, if any, to the County Board

7. Adjournment

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF OCTOBER 2004
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
Adoption	23	AD	3	0	7	19	29
Arbitration	230	AR	64	13	61	246	328
Chancery	185	CH	30	0	27	188	186
Dissolution of Marriage	570	D	55	1	49	577	589
Eminent Domain	7	ED	0	0	0	7	2
Family	163	F	33	0	23	173	235
Law => \$50,000 - Jury	261	L	14	0	7	268	244
Law = > \$50,000 - Non-Jury	133	L	0	0	4	129	154
Law = < \$50,000 - Jury	9	LM	0	0	0	9	15
Law = < \$50,000 - Non-Jury	171	LM	70	9	127	123	226
Municipal Corporation	1	MC	0	0	0	1	0
Mental Health	18	MH	7	0	13	12	14
Miscellaneous Remedy	182	MR	21	0	28	175	170
Order of Protection	10	OP	12	0	13	9	18
Probate	1,120	P	17	0	21	1,116	1,131
Small Claim	563	SC	244	59	304	562	672
Tax	9	TX	0	0	4	5	10
TOTAL CIVIL	3,655		570	82	688	3,619	4,023

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF OCTOBER 2004
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
CONTEMPT OF COURT	3	C.C.	1	1	0	3	1	6
CRIMINAL FELONY	745	CF	97	97	0	83	759	849
CRIMINAL MISDEMEANOR	972	CM	205	205	0	195	982	1,120
TOTAL CRIMINAL	1,720		303	303	0	281	1742	1,975

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF OCTOBER 2004
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
JUVENILE	21	J	0	0	1	0	22	34
JUVENILE ABUSE & NEGLECT	286	JA	15	15	0	10	291	196
JUVENILE DELINQUENT	110	JD	8	8	9	25	102	107
TOTAL JUVENILE	417		23	23	10	35	415	337

REPORT D
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE MONTH OF OCTOBER 2004
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2004	END PENDING 2003
CONSERVATION VIOLATION	18	CV	1	0	6	13	20
DRIVING UNDER THE INFLUENCE	481	DT	79	0	78	482	383
ORDINANCE VIOLATION	962	OV	292	0	190	1,064	979
TRAFFIC VIOLATION	13,346	TR	2,590	38	3,826	12,148	19,110
TOTALS:	14,807		2,962	38	4,100	13,707	20,492

REPORT NO. E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OF OCTOBER 2004
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
04 DT 277	4/16/04	10/13/04
02 OV 1015	7/19/02	10/15/04
01 L 204	12/03/01	10/19/04
04 CF 322	3/29/04	10/13/04
04 CM 1193	7/12/04	10/12/04
03 CF 550	6/12/03	10/13/04
04 CM 646	4/6/04	10/13/04
04 CM 1047	6/15/04	10/14/04
04 CF 321	3/29/04	10/19/04

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
DURING THE MONTH OF OCTOBER 2004
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCCLEAN COUNTY

		NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF		
		NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER ⁽²⁾	ACQUITTED BY		GUILTY PLEA		BENCH TRIAL	JURY TRIAL
							BENCH TRIAL	JURY TRIAL				
8	0	8	1	0	0	0	1	64	0	1	83	

⁽¹⁾ NOT NECESSARILY DIFFERENT DEFENDANTS

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

*1 Case was NOT GUILTY for reason of insanity

1 Case was let on pending that was term in August

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
THROUGH THE MONTH OF AUGUST 2004
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	NOT CONVICTED							CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
						BENCH TRIAL	JURY TRIAL				
JAN	15	0	1	0	1*	0	1	78	1	1	98
FEB	17	0	5	0	0	0	3	72	3	2	102
MAR	11	0	5	0	1	1	0	91	0	3	112
APR	25	0	10	0	0	0	0	98	1	6	140
MAY	24	0	8	1	0	0	1	72	1	0	107
JUNE	20	0	10	0	0	0	1	83	1	0	115
JULY	7	0	8	0	0	2	1	70	0	5	93
AUG	14	0	8	0	0	0	0	83	0	1	106
SEPT	15	0	12	1	1	0	3	69	1	0	102
OCT	8	0	8	1	0	0	1	64	0	1	83
NOV											
DEC											
TOTAL	156	0	75	3	3*	3	11	780	8	19	1,058

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

REPORT G
SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
DURING THE MONTH OF OCTOBER 2004
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

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

TOTAL NUMBER OF CONVICTED FELONIES: 65
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	3	10	3	7	8	31
4. PROBATION	0	0	2	10	6	16	34
5. OTHER	0	0	0	0	0	0	0
TOTALS:	0	3	12	13	13	24	65

* Conditional Discharge

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF OCTOBER 2004
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	3	0	0
FAMILY (OP)	6	1	3
CRIMINAL	4	0	5
TOTAL:	13	1	8

CONTRACT

This Contract, entered into this 1st day of January, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,041.67 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 150 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. Once the 150 hours have been worked the Special Public Defender shall receive the \$1,041.67 for each month of the calendar year.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2005 and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 150 hours has been expended, then the contract shall cease except for any payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Alan J. Novick
306 E. Grove Street
Bloomington, Illinois 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the
_____ day of _____, _____.

APPROVED:

Alan J. Novick
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 1st day of January, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Anthony Tomkiewicz Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Anthony Tomkiewicz is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. Anthony Tomkiewicz shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases

assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Anthony Tomkiewicz
602 N. Main Street, Suite A
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

_____ day of _____, _____.

APPROVED:

Anthony Tomkiewicz
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 1st day of January, 2005, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Keith Davis, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Keith Davis is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.00 per month.

The Special Public Defender agrees to:

1. Keith Davis shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of eight (8) cases per year; which shall be limited to SVPCA cases and Post Conviction Petitions. The Special Public Defender shall keep hourly time records for each Post Conviction and Sexually Violent Persons case handled, which records shall be submitted to the Public Defender's Office on the last day of each calendar month.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1st, 2005, and terminate on December 31st, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. All expenses incurred by the Special Public Defender shall be paid through the Public Defender's annual budget. Said expenses shall be subject to the approval of the Public Defender.
6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
10. This contract may not be assigned by either party without the prior written consent of the other party.
11. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Room 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Keith Davis
103 N. Main Street
Bloomington, IL 61701

12. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
13. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
14. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
15. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the date _____ day of _____, _____.

APPROVED:

Keith Davis
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Michael Sweeney, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 1st day of January, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Lee Ann S. Hill, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Lee Ann S. Hill is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. Lee Ann S. Hill shall assist and perform her duties as Special Public Defender in those cases assigned to her by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Ms. LeeAnn S. Hill
306 E. Grove Street
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

APPROVED:

Lee Ann S. Hill
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 1st day of January, 2005 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr. Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. John L. Wright, Jr. is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. John L. Wright, Jr. shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases

assigned shall not exceed 84 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2005, and terminate on December 31, 2005.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
 - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

John L. Wright, Jr.
2406 W. Washington Street
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the

____ day of _____, _____.

APPROVED:

John L. Wright, Jr.
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

December 6, 2004

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

Re: Monthly Caseload – MONTH ENDING-October 31, 2004

Dear Committee Members:

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

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

CASE TYPES	MONTHLY TOTALS 2003	MONTHLY TOTALS 2004	YTD TOTALS 2003	YTD TOTALS 2004	% CHANGE YTD
FELONIES	119	69	850	748	<12%>
MISDEMEANORS	122	109	1,018	1,028	1%
DUI	19	19	219	236	7%
TRAFFIC	103	65	832	585	<36%>
JUVENILE	19	19	199	212	6%
(DELINQUENT)	9	15	84	130	35%
(ABUSE/NEGLECT)	10	4	115	82	<29%>
MENTAL HEALTH CASES	0	0	15	20	25%
(Involuntary Commitment)	0	0	12	17	29%
(Medication Compliance Orders)	0	0	3	3	No change
TOTAL	382	281	3,133	2,829	<10%>

December 6, 2004

TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

OCTOBER DISPOSITIONS 2004

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	28	56	45
PLEA / LESSER	11	27	11
BENCH TRIAL / WIN	0	3	1
BENCH TRIAL/LOSS	0	0	1
JURY TRIAL / WIN	0	1	0
JURY TRIAL / LOSS	1	0	0
DISMISSED / UPFRONT	0	8	1
DISMISSED / TRIAL	3	9	2
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	4	6	5
PRIVATE COUNSEL	12	7	9
PLEA / BLIND	5	0	0
REFILED AS FELONY	N/A	0	1
WITHDRAWN	0	0	0
DIRECTED VERDICT	0	0	0
P.D. DENIED	2	2	0

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING: October 31, 2004.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	YTD TOTALS	NEW MONTHLY TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	84	8	7
F	JAMES TUSEK	93	7	6
F	RONALD LEWIS	83	7	15
F	BRIAN MCELLOWNEY	85	6	6
M	CARLA HARVEY	492	45	0
F	CARLA HARVEY	55	3	0
F	LARRY SPEARS	96	6	4
M	LARRY SPEARS	386	38	2
DUI	MILLICENT ROTH	236	19	18
TR	MILLICENT ROTH	585	65	8
F	JOHN WRIGHT-C	65	7	0
F	LEE ANN HILL-C	59	8	0
F	TONY TOMKIEWICZ-C	65	7	0
CM	DAWN NATION	147	26	2
J	JON MCPHEE	61	4	0
J	ART FELDMAN	130	15	1
J	ROB KEIR	54	4	0
J	ALAN NOVICK-C	10	0	0
PC/SVP	DAVID BUTLER-C	5	0	0
PVT	PRIVATE COUNSEL	247	27	0
W/D	WITHDRAWN	35	0	0

PTR= Petition to Revoke Probation
 F = Felony
 J = Juvenile
 O = Other
 P.C. =Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)
 DUI= DUI
 TR= Traffic
 M= Misdemeanor

**Office of the Coroner
McLean County
OCT. 2004 REPORT**

	OCT 2004	OCT 2003	TYTD 2004	LYTD 2003
<i>Cases</i>	58	76	703	682
<i>Autopsies</i>	3	12	81	93
<i>Out/County Autopsies</i>	21	27	283	211
<i>Inquests</i>	6	2	54	51

TOTAL DEPOSITS

	BUDGET	ACTUAL
<i>Copy Fees</i>	\$6,000.00	\$6,566.50
<i>Morgue Fees</i>	\$26,250.00	\$59,239.00
<i>Reim/Services</i>	\$250.00	\$743.49
<i>Paid to Facilities Mgt.</i>	\$0	\$7,586.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 1

Medical/Sudden death – 1

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 1

OPEN DEATH INVESTIGATIONS

Traffic Crash – 3

Homicide – 0

Medical/Sudden death – 2

Other/Pending - 5

COURT SERVICES


104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division
(309) 888-5370 Juvenile Division

Fax (309) 888-5434
Fax (309) 888-5831

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge John P. Freese
Dave Goldberg

Date: November 22, 2004

RE: Juvenile Detention Bed Space Contract with Livingston County

I have attached a contract for lease of space in the McLean County Detention Center, which Livingston County is seeking to enter into. This contract guarantees Livingston County 400 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. If Livingston County exceeds 400 days in 2005 they will pay for each additional admission at the rate of \$90 per day.

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

The Livingston County board will be not meet on this issue until December 7, 2005 to give final approval to this contract.

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

**CONTRACT FOR LEASE OF SPACE IN THE
McLEAN COUNTY JUVENILE DETENTION CENTER**

I. PURPOSE

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

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

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

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

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

II. PARTIES

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

III. TERMS

Four hundred (400) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. Detention days will not be accumulated from one contract year to the next.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$32,000.

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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one

detention day for each detention day request denied. Such credits will be reflected on the 4th quarter billing (December 31, 2005).

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

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL AND MENTAL HEALTH CARE

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

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

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

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

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

IX. LIABILITY

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

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the

receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

X. SEVERABILITY

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

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

XIII. AMENDMENT OF AGREEMENT

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

XIV. NOTICES

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

notice shall be sent to:

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

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

XV. TERMINATION OF AGREEMENT

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

XVI. INTERPRETATION OF THIS AGREEMENT

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

XVII. CONTRACT PERIOD AND RENEWAL

This Agreement shall be in effect on January 1, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

APPROVED:

APPROVED:

Livingston County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

ATTEST:

Livingston County Clerk

McLean County Clerk

Date

Date



COURT SERVICES

104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division
(309) 888-5370 Juvenile Division

Fax (309) 888-5434
Fax (309) 888-5831

Memo

To: Honorable Members of the Justice Committee
From: Roxanne K. Castleman *RKC*
Date: 11/22/2004
Re: Mental Health Contract at the Juvenile Detention Center

I have attached for your review a proposed 2005 mental health contract between Cathy Vogel and the McLean County Juvenile Detention Center.

The contract is identical to last year's contract, with the exception of a 3% increase for services for 2005. The total services provided will not exceed \$25,176.

Ms. Vogel provided excellent services the past year in the form of crisis intervention and clinical consultation, and I believe this will hold true in 2005.

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

RKC:mp

Attachment

CONTRACT FOR COUNSELING SERVICES

WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 21st day of December, 2004, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Juvenile Detention youth; and,

WHEREAS, the BOARD has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health services for youth of the McLean County Juvenile Detention Center;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2005, through December 31, 2005, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
 - I. In-House services
 1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
 2. Assess and evaluate these youth as needed and requested.
 3. Provide crisis intervention and/or brief therapy as needed.
 4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
 5. Evaluate the need for psychotropic medication.
 6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
 7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

II. 24-hour Crisis Calls

A. Respond to detention requests to see youth who:

1. are having suicidal ideation
2. are actively suicidal
3. have made a suicide attempt
4. are expressing thoughts of harming other youth, or detention personnel
5. have become extremely anxious or potentially explosive
6. have become physically aggressive towards other youth or detention personnel
7. are having homicidal ideation
8. psychotic youth (out of touch with reality and/or bizarre behavior)

B. When responding to the calls on the youth described above, Cathy Vogel will assess the situation, evaluate mental status, intervene as necessary with brief counseling, and consult with detention personnel as to the disposition for the youth. This disposition may include:

1. crisis counseling only – situation resolved
2. medication and/or medication review needed – refer to nurse
3. refer to in-house detention counselor program for time-limited ongoing assessment and/or counseling
4. consult with detention regarding reclassification of youth (i.e., release from security room, move to unit, or other unit, etc.)

III. Groups

Cathy Vogel will provide "group sessions" for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$25,176 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

- a. Crisis call screening and assessment response \$ 79.82 hr.
 - b. Scheduled In-house individual counseling \$ 44.33 hr.
 - c. Scheduled group counseling \$ 67.98 per session.
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice; or
 - b. At the request of the BOARD upon thirty days written notice; or,
 - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

10. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
11. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
13. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
14. This CONTRACT may not be assigned or Subcontracted by Cathy Vogel to any other person or entity without the written consent of BOARD.
15. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and Cathy Vogel without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
17. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to Cathy Vogel for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

ROXANNE CASTLEMAN
MCLEAN COUNTY JUVENILE DETENTION CENTER

CATHY VOGEL

MCLEAN COUNTY BOARD

By _____
MICHAEL F. SWEENEY, CHAIRMAN

ATTEST:

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

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

6 Officer Supervision Unit plus 3 Officer PSI Unit

Total Caseload – 1047 (1175 last month)

Average caseload per officer 175 (60 AOIC recommendation – 196 last month)

Presentence Reports Completed – 32 (37 last month)

* Total Workload Hours Needed – 1848.80 (2004.50 last month)

** Total Hours Available - 1650.00

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

** The number of work hours available to the division (10 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 2.33 adult officers are needed.** (3.49 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 118 (134 last month)

Average caseload per officer 30 (33 AOIC recommendation)

Social History Reports Completed – 16 (16 last month)

* Total Workload Hours Needed – 585.00 (597.00 last month)

** Total Hours Available 600.00

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

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

AOIC workload standards indicate **an additional -.10 juvenile officers are needed.** (-.02 last month)

EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 35

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload -- 48 (46 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload -- 11 (10 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 64 (59 last month)

JUVENILE INTAKE

2 person unit

Total Informal Conferences - 24 (30 last month)

Total Caseload Informal Probation -- 72 (78 last month)

Total Intake Screen Reports -- 51 (39 last month)

COMMUNITY SERVICE PROGRAM

1 person unit

Total Caseload Adult - 547 (537 last month)

Total Caseload Juvenile - 47 (44 last month)

Total Hours Completed Adult -- 3521.00 (\$18,485.25 Symbolic Restitution)

Total Hours Completed Juvenile -- 240.00 (\$1,260.00 Symbolic Restitution)

Total Worksites Used -- 38 (38 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload -- 110 (115 last month)

Total Court Supervision/Conditional Discharge Caseload -- 466 (453 last month)

2004
JUVENILE DETENTION CENTER
MCLEAN COUNTY

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	1	0	0	0	0	0	0	0	0	0	0	0
11	1	0	2	0	1	1	1	0	0	0	0	0
12	0	1	0	0	2	0	0	0	0	1	0	0
13	5	2	3	1	4	1	1	0	2	0	0	0
14	1	1	2	0	3	2	3	1	3	9	0	0
15	8	6	4	1	2	4	3	1	2	13	0	0
16	9	9	12	9	10	18	17	21	14	15	0	0
Sex of Minors Detained												
Male	14	12	16	8	17	20	22	16	16	29	0	0
Female	11	7	7	3	5	6	3	7	5	9	0	0
Race of Minors Detained												
Caucasian	15	12	14	5	13	14	15	12	12	17	0	0
African-American	10	6	9	5	9	9	5	8	8	15	0	0
Hispanic	0	1	0	1	0	3	5	3	1	6	0	0
Offenses of Which Minor was Detained												
Dispositional Detention	2	4	5	1	6	10	18	16	9	23	0	0
Warrant	10	4	6	4	4	5	1	1	7	4	0	0
Aggravated Assault	0	1	0	0	0	1	1	0	0	0	0	0
Aggravated Battery	0	0	0	1	3	2	1	0	0	2	0	0
Aggravated Battery With A Firearm	0	0	0	0	0	0	1	0	0	0	0	0
Aggravated Robbery	0	0	0	1	0	0	0	0	0	0	0	0
Battery	0	0	1	0	0	0	0	0	0	0	0	0
Burglary	2	0	0	0	1	0	0	1	0	0	0	0
Burglary to Motor Vehicle	0	0	0	0	0	0	0	1	0	0	0	0
Court Ordered	1	0	0	0	1	0	0	0	0	0	0	0
DOC Evaluation	1	0	0	0	1	0	0	0	0	0	0	0
DOC Warrant	0	2	1	0	0	0	0	0	0	2	0	0
Domestic Battery	1	0	3	2	2	0	1	1	1	2	0	0
Intimidation	1	0	0	0	0	0	0	0	0	0	0	0
Manufacture/Del of Controlled Substance	0	0	0	0	0	0	0	0	1	0	0	0
Motor Vehicle Theft	1	1	1	0	0	0	0	0	0	0	0	0
Possession of Cannabis Under 2.5	0	0	1	0	0	0	0	0	0	0	0	0

2004
**JUVENILE DETENTION CENTER
 MCLEAN COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Possession of Cannabis 30 - 500	0	0	0	0	0	0	0	0	1	0		
Possession of Controlled Substance	0	0	0	0	0	0	0	1	0	0		
Possession of Controlled Sub. w/Intent to Deliver	0	0	0	0	1	0	0	0	0	0		
Reckless Discharge of a Firearm	1	0	0	0	0	0	0	0	0	0		
Request for Apprehension	4	7	4	2	3	6	2	2	1	5		
Residential Burglary	0	0	0	0	0	1	0	0	1	0		
Robbery	0	0	0	0	0	1	0	0	0	0		
Unlawful Use of Weapons	1	0	1	0	0	0	0	0	0	0		
Residence of Minors Detained												
Bloomington	16	9	10	7	15	14	15	12	12	22		
Normal	5	7	11	2	1	9	3	5	3	7		
Aurora	0	0	0	0	0	0	0	0	1	0		
Carlock	0	0	0	1	0	0	0	0	0	0		
Chenoa	0	0	0	0	0	0	0	0	0	1		
Chicago	0	1	0	0	0	0	0	0	0	0		
Colfax	0	0	0	0	0	1	0	0	0	0		
Cooksville	0	0	0	0	0	0	0	0	0	1		
Decatur	0	0	0	0	0	0	3	4	0	0		
Fairbury	0	0	0	0	0	0	1	0	0	0		
Gridley	0	0	0	0	0	1	0	0	0	0		
Heyworth	1	1	2	1	1	0	0	0	0	0		
Hillsboro	1	0	0	0	0	0	0	0	0	0		
Hopedale	0	0	0	0	0	0	1	0	0	0		
Kankakee	0	0	0	0	0	0	0	0	1	0		
Leroy	0	0	0	0	3	0	0	0	0	0		
McLean	0	0	0	0	0	0	1	0	0	0		
Minier	0	0	0	0	0	0	0	0	4	4		
Moline	0	0	0	0	0	1	1	0	0	0		
Peoria	1	0	0	0	0	0	0	0	0	1		
Springfield	0	1	0	0	1	0	0	0	0	1		
Warrenville	1	0	0	0	0	0	0	0	0	0		
Arizona	0	0	0	0	0	0	0	0	0	1		

2004
**JUVENILE DETENTION CENTER
 MCLEAN COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
South Dakota	0	0	0	0	0	0	0	1	0	0	0	
Texas	0	0	0	0	1	0	0	1	0	0	0	
Average Daily Population	8.2	13.4	15.5	9.7	11.3	12.1	12	10.5	10.3	13.4		
Average Daily Population:YTD	8.2	10.8	12.4	11.7	11.6	11.7	11.7	11.6	11.4	11.6		
Number of Days in Detention	254	389	480	292	351	362	372	326	310	415		
Revenue:	50	150	50	50	350	50	50	100	100	0		

2004
JUVENILE DETENTION CENTER
OUT OF COUNTY


Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	1	0	0	0
12	0	0	0	0	1	0	0	1	0	0	1	0
13	0	0	0	0	1	2	1	2	1	0	0	0
14	1	1	1	1	3	1	3	2	3	9	4	0
15	4	1	3	0	2	5	2	2	4	8	5	0
16	7	4	4	4	6	5	4	4	4	7	9	0
Sex of Minors Detained												
Male	9	3	7	9	8	11	7	11	18	14	14	0
Female	3	3	1	2	2	2	4	2	6	5	0	0
Race of Minors Detained												
Caucasian	9	6	7	10	7	11	10	10	18	17	0	0
African-American	3	0	1	1	3	1	1	2	6	2	0	0
Hispanic	0	0	0	0	0	1	0	1	0	0	0	0
Offenses of Which Minor was Detained												
Dispositional Detention	8	1	1	5	3	7	4	8	20	13	0	0
Warrant	1	2	1	2	2	2	2	1	0	4	0	0
Aggravated Assault	0	0	0	0	0	0	0	1	0	0	0	0
Aggravated Battery	0	0	0	1	0	0	1	0	0	1	0	0
Aggravated Criminal Sexual Assault	0	0	0	0	0	0	0	1	0	0	0	0
Assault	0	0	0	0	0	0	0	0	0	1	0	0
Burglary to Motor Vehicle	0	0	0	0	0	0	0	0	0	0	1	0
Criminal Sexual Abuse	0	0	0	1	0	0	0	0	0	0	0	0
DOC Evaluation	1	2	2	2	3	0	1	2	1	0	0	0
DOC Warrant	1	0	0	0	0	0	0	0	0	0	0	0
Domestic Battery	0	0	0	0	0	1	0	0	0	0	0	0
Home Confinement Violation	0	0	0	0	0	1	0	0	0	1	0	0
Placement Hold	0	0	0	0	0	0	0	1	0	0	0	0
Possession of Controlled Substance	0	0	0	0	0	0	0	0	0	1	0	0
Predatory Criminal Sexual Assault	0	0	0	0	0	0	1	0	0	0	0	0
Probation Violation	0	1	2	0	1	2	0	0	0	0	0	0

2004
**JUVENILE DETENTION CENTER
 OUT OF COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Residential Burglary	0	0	1	0	0	0	2	0	0	0	0	
Theft Under	1	0	0	0	0	0	0	0	0	0	0	
Unlawful Possession of Weapon	0	0	1	0	0	0	0	0	0	0	0	
Residence of Minors Detained												
Adams	1	0	0	0	0	0	0	0	0	0	0	
Bureau	0	0	0	0	0	1	1	0	0	0	0	
Champaign	0	0	0	1	0	0	0	0	0	0	0	
DeWitt	2	0	3	0	0	0	3	1	0	1	0	
DOC	1	0	0	0	0	0	0	0	0	0	0	
Douglas	0	0	0	0	0	2	0	0	0	1	0	
Ford	0	0	0	0	0	0	1	0	1	0	0	
Henry	0	0	1	0	0	0	0	0	0	0	0	
Lee	0	0	1	0	0	0	0	0	0	0	0	
Livingston	3	2	1	1	2	5	2	5	7	11	0	
Logan	1	4	0	2	0	0	0	2	10	6	0	
Mason	1	0	1	1	1	0	2	0	0	0	0	
Menard	0	0	0	0	0	0	0	1	0	0	0	
Peoria	0	0	1	0	0	0	0	1	0	0	0	
Putnam	0	0	0	1	0	0	0	0	0	0	0	
Rock Island	1	0	0	3	6	2	2	1	1	0	0	
Tazewell	2	0	0	1	0	2	0	0	1	0	0	
Vermilion	0	0	0	0	1	0	0	0	0	0	0	
Woodford	0	0	0	1	0	1	0	2	3	1	0	
Average Daily Population	2.9	3.8	1.7	2.3	4.3	5	3.8	5.8	6.3	4.3		
Average Daily Population:YTD	2.9	3.4	2.8	2.7	3	3.3	3.4	3.7	4	4		
Number of Days in Detention	89	110	52	69	133	150	117	179	188	132		
Revenue:	8250	11440	4730	6210	13220	15510	11680	18150	18040	11270		

McLean County Children's Advocacy Center Monthly Statistics

October, 2004

	2003 1st INTERVIEW MONTH/YTD STATS	1st. INTERVIEW 2004 MONTH/YTD	Juv. Suspect INTERVIEW 2004	Sib/Witness INTERVIEW 2004	2nd INTERVIEW 2004	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	8/8	13/13	0	11	0	0	24	24
FEBRUARY	8/16	12/25	1	3	1	6	23	47
MARCH	15/31	12/37	2	9	0	1	24	71
APRIL	6/37	15/52	2	4	0	1	22	93
MAY	9/46	15/67	0	4	0	2	21	114
JUNE	12/58	14/81	1	2	1	2	20	134
JULY	12/70	21/102	0	5	1	2	29	163
AUGUST	7/77	18/120	0	4	3	1	26	189
SEPTEMBER	17/94	16/136	0	1	0	0	17	206
OCTOBER	11/105	10/146	0	4		1	15	221
NOVEMBER	5/110							
DECEMBER	10/120							
YEAR TO DATE TOTALS	120	146	6	47	6	16	221	221



CASA

Court Appointed Special Advocates
FOR CHILDREN

CASA OF McLEAN COUNTY
SPEAK UP FOR A CHILD

Children's Advocacy Center CASA of McLean County

200 West Front 5th Floor

Bloomington, Illinois 61701

(309) 888-5656

FAX(309) 888-4969

CASA Report
October 2004

October Statistics

2 volunteers assigned working with 4 children, ages 2-7
19 Court Hearings attended with 14 filed Court Reports

Year to date

23 cases assigned
63 active volunteers
135 children served in October
5 cases awaiting assignment

Program Update:

During October CASA presented 8 training classes to 9 new CASA volunteers each Monday and Wednesday evening in October. They will be sworn in on November 4, 2004.

Sharon Klingman, MS, LCPC, presented "Compassion Fatigue in staff and volunteers", at an inservice for CASA volunteers on October 21, 2004.

In June we submitted a self-assessment quality assurance report to National CASA ensuring National CASA standards. We received notification in October that we received an overall 92% excellence rating with the only recommended changes wording on two documents, and one policy rewrite. Those have been resubmitted and we are waiting for final program assessment.



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

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

November 23, 2004

TO: Mr. Tari Renner, Chairman
Justice Committee
FROM: Sheriff David Owens
SUBJ: DECEMBER 6TH, 2004 JUSTICE COMMITTEE MEETING

I would respectfully request that the following seven (7) items be placed on the December 6th, 2004 Justice Committee Agenda for Action and one (1) item for Information Only:

Action

- 1) **2005 Intergovernmental Agreements between the County of McLean and the City of Bloomington; the Town of Normal and Illinois State University for Booking Services:** These agreements are for booking services provided to the City of Bloomington, the Town of Normal and Illinois State University. The services include the completing of all booking forms, fingerprinting, taking mug shots, bonding, releasing and transferring persons into custody. The 2005 Agreement is the same as previous agreements with the exception of a 3% increase for each department.
- 2) **Typewriter Maintenance Agreements:** On November 23rd, 2004, the following office equipment dealers were contacted regarding the cost of maintenance agreements on five (5) IBM typewriters located in the McLean County Sheriff's Office.

Office Depot, of Bloomington, IL does not provide maintenance agreements on typewriters.

WM Putnam Company, of Bloomington, IL will not supply maintenance agreements on typewriters that are not purchased from them.

Paxton's Inc., of Bloomington, IL will supply maintenance agreements at a cost of \$150.00 per typewriter, per year. The total of all five (5) typewriters for the year 2005 will be \$750.00. There was no increase from 2004.

- 3) **Jail Kitchen Chemical Bid:** Requests for quotations, to supply jail chemicals for 2005, were sent to Bunn Capitol Company, Diversy, Eco-Lab and Newman and Ullman Inc. Eco-Lab and Newman and Ullman were the only ones that furnished us with a bid on all materials requested. Bunn Capitol responded with a letter stating they would not provide us with a bid. Diversy did not respond at all.

Based on the quotes provided, Eco-Lab was \$3,000.00 under Newman and Ullman's quote of \$10,855.44. Also, Newman and Ullman would not offer 100% parts and labor on the dish machine, as Eco-lab offered.

Due to the fact that Eco-Lab has supplied the jail with chemicals for a number of years and has always provided us with good service, I would recommend they continue to be the supplier of dish and laundry chemicals for 2005.

- 4) **Jail Chaplain Contract:** Chaplain Bennett has been the Inmate Chaplain for the past 8 1/2 years and continues to do an excellent job in that position. The contract is for one (1) year and will expire on December 31, 2005. The contract is the same as last year, with the exception of a 3.5% increase in salary.
- 5) **Regional Office of Education Letter of Understanding:** This Letter of Understanding is for the services of the Regional Office of Education to provide a G.E.D. instructional program for the inmates in the McLean County Detention Facility. There is no increase from 2004.
- 6) **Identix Live-Scan Maintenance Agreement:** The McLean County Detention Facility has been using the Identix Live-Scan Fingerprinting system since 1997 to take fingerprints from arrested subjects that are booked into the jail.

The Maintenance Agreement provides 14hour/7 day a week telephone support and it provides coverage during the week (9:00 to 5:00) during normal business hours.

The current Maintenance Agreement will expire January 31, 2005. The new contract will be in effect from February 1, 2005 through December 31, 2005. This represents an 18% decrease from 2004.

- 7) **2005 Vehicle Purchase Proposal:** During the month of September, squad car bids were sent to approximately 13 new car dealers in the Central Illinois area. During the 1st week in October, an addendum was sent to the same dealers requesting a quote for a light duty pick-up truck for Comlara Park.

During the dates of October 27th and 28th, 11 different vehicles (6 Sheriff's vehicles, 2 Court Services vehicles, 2 Parks vehicles and 1 Coroners vehicle) were made available for the dealers to inspect.

On the date of November 19th, 2004, at approximately 2:10 p.m., the Auditor's Office opened four (4) bids that had been received. Those bids were from Barker Chevrolet, Heller Chevrolet, Heller Ford and Miles Chevrolet.

Attached are the bids for the 2005 vehicles and the trade-in prices from the four dealerships. With regards to the Sheriff's Department, I recommend that we purchase four (4) Chevrolet Impalas 9C1 Interceptors from Heller Chevrolet, Lexington, IL, at a cost of \$17,213.30 each (\$68,853.20), less the trade in for four (4) squads (\$13,700.00). Grand total: **\$55,153.20**

Information

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

Chief Derick Love and I both plan to attend this meeting and will be prepared to answer any questions you may have.

Sincerely,



David Owens
Sheriff

DO:jc

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.

2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not

limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Nineteen Thousand Thirty Four Dollars (\$19,034.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,586.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2005. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

Judy Markowitz, Mayor
City of Bloomington

Michael Sweeney, Chairman
McLean County Board

Date: _____

Date: _____

ATTEST:

ATTEST:

Tracy Covert, City Clerk
City of Bloomington

Peggy Ann Milton, Clerk of
McLean County Board

Date: _____

Date: _____

Roger Aiken, Chief of Police
City of Bloomington

David G. Owens, Sheriff of
McLean County

Date: _____

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE TOWN OF NORMAL**

WHEREAS, the Town of Normal has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

- 1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.**
- 2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.**
- 3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**
- 4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**

(2)

5. The Town will pay the County at an annual rate of Nineteen Thousand Thirty Four Dollars (\$19,034.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,586.00 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2005. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

Kent Karraker, Mayor
Town of Normal

Michael Sweeney, Chairman of
McLean County Board

Date: _____

Date: _____

ATTEST:

ATTEST:

Wendellyn Briggs, Town Clerk of the
Town of Normal

Peggy Ann Milton, County Clerk of
McLean County

Date: _____

Date: _____

Kent Crutcher, Chief of Police
Town of Normal

David G. Owens, Sheriff of
McLean County

Date: _____

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND ILLINOIS STATE UNIVERSITY**

WHEREAS, Illinois State University has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.

2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. ISU Police shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive its protection under the Local Governmental and Governmental Employees Tort Immunity Act.

4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive its sovereign immunities.

5. Illinois State University will pay the County a flat annual fee of Nine Hundred Twenty Dollars (\$948.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid at the time of execution of the contract.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this agreement by giving the County six (6) months written notice of its intent to terminate.

8. This agreement shall be in effect from the date the last party signs until December 31, 2005. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

ILLINOIS STATE UNIVERSITY

Stephen M. Bragg, Vice President
for Finance and Planning

Date: _____

Ronald D. Swan, Chief of Police
Illinois State University

Date: _____

APPROVED:

COUNTY OF McLEAN

Michael F. Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, County Clerk
for McLean County

Date: _____

David G. Owens, Sheriff
Of McLean County

Date: _____

APPROVED AS TO FORM:

Renee Smith Byas, General Counsel
Illinois State University

Date: _____

APPROVED AS TO FORM:

Eric T. Ruud, First Assistant
McLean County State's Attorney

Date: _____

Service Agreement

PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

McLean County Sheriff Department
104 W. Front St.
Bloomington, IL 61702-2400

Contact Name Jan Clark

Contact Phone 888-5034 Fax 888-5072

Service Commencement Date 1/1/05

Payable: Monthly Quarterly Annual

PAXTON'S INC., hereinafter Company, agrees to provide service and maintenance support to the above named customer, hereinafter Customer, for the equipment listed on Equipment List, (the "Equipment"), attached hereto as Exhibit A and made a part of this agreement, subject to inspection and acceptance by Company.

Acceptance

Acceptance of this agreement by Company is contingent upon the absence of any mathematical error and upon consistency with Company's then current prices, and upon Company's determination that equipment is in proper operating condition. Inspection and repairs necessary to bring

equipment to proper operating/mechanical condition shall be billed at Company's then current prices. This Agreement shall not be binding upon Company unless an officer of Company approves and accepts this Agreement by signing both the Agreement and the attached Exhibit A.

Term

The initial term of this agreement is for one year from the service commencement date as specified on the Equipment List attached hereto and made a part hereof. This Agreement shall renew automatically for successive periods of one (1) year, on the same terms and conditions at Company's then prevailing prices, except that it shall not be renewed if either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term of the Agreement.

Service Availability

Remedial service may be requested by calling the Service Dispatcher at:

Company will provide service and maintenance under the terms of this agreement, during Principal Period of Maintenance (PPM) as follows:

Monday through Friday 8 am
5 pm

Excluding holidays indicated

- | | |
|--|--|
| <input checked="" type="checkbox"/> New Year's Day | <input checked="" type="checkbox"/> Thanksgiving Day |
| <input checked="" type="checkbox"/> Memorial Day | <input checked="" type="checkbox"/> Christmas Day |
| <input checked="" type="checkbox"/> Independence Day | <input checked="" type="checkbox"/> Labor Day |

Holidays that fall on Saturday or Sunday are observed on the same day declared by the Federal Government.

Service and Maintenance Options

(indicate selection(s) on Exhibit A)

(a) All parts (not including expendable parts and supplies, as defined below), labor for unlimited remedial service calls during the PPM and preventive maintenance (PM) as per attached Equipment List. Preventive Maintenance will be performed in accordance with Original Equipment Manufacturer's (OEM) specifications, as determined by Company, at the frequency indicated on Equipment List.

Company shall respond, on-site, to all unscheduled remedial service requests within Company's established service areas, as follows:

Zone 1 Emergency Service within _____ hours
Zone 1 Standard Service within 24 hours
Zone 2 Emergency Service within _____ hours
Zone 2 Standard Service within _____ hours

Company's service areas are described as Zone 1 being within a 4 mile radius and Zone 2 being within a 25 mile radius from Company's closest service location from equipment location. Service outside Company's service area shall be Company's then current billable rates plus travel time and expense.

Except as otherwise stated herein, Company agrees to provide service and maintenance, for equipment covered under this agreement, to keep said equipment in good working order as per selected "Service and Maintenance Option" above. Parts and components shall be selected by Company, shall be furnished on an exchange basis and shall be new or perform substantially similar to new parts and components. Replaced parts or components shall become the property of Customer and exchanged parts shall become the property of Company.

Except as a selected "Service and Maintenance Option" above, service does not include routine or preventive maintenance nor does it include the refinishing or replacement of external cosmetic parts, including chassis, housings, cabinets or cabinet parts. Where preventive maintenance is covered, said preventive maintenance shall be performed according to original equipment manufacturer recommendation as determined by Company.

Charges

Service and maintenance charges shall be payable by Customer in accordance with the payment terms set forth in Exhibit A. In addition, Company shall invoice Customer, at Company's then-current hourly rates and parts prices, for services and for parts supplied which are not covered by this agreement. In addition to the part prices and service charges payable hereunder, Customer shall pay all sales and use and

other applicable taxes and shipping costs related to Company's provision of parts and services hereunder.

All charges and costs for which Company sends an invoice to Customer shall be due and payable, in full, thirty(30) days from the date of the invoice. In the event Customer fails to pay, when due, any invoice or other amount payable hereunder, Customer agrees to pay Company a late payment charge on all past due amounts equal to the lesser of one and one half percent (1.5%) per month or the highest interest rate allowed by applicable law; provided however, that this shall not be an election of remedy. At Company's option Company may suspend service until all outstanding, overdue invoices are paid in full. Customer shall pay on demand all of Company's costs and expenses, including reasonable attorney's or collection agency's fees, incurred in enforcing Customer's obligations under this Agreement.

Exclusions

Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind, or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning; i) service providers and parts installers other than the Company; j) improperly trained and inexperienced operators, k) operating system or application software, firmware or other programmed code internal or external to the covered equipment.

Termination

This Agreement may be terminated under any of the following conditions:

(a) Either party may immediately terminate this agreement or any renewal hereof by giving prior written notice of such termination to the other party in the event such other party becomes insolvent or institutes or permits to be instituted against it any proceedings seeking its receivership, trusteeship, bankruptcy, reorganization, readjustment of debt, assignment for the benefit of creditors, or other proceedings under the Federal Bankruptcy Act or as provided by any other insolvency law, state or federal, to the extent such termination is valid under such law.

(b) Company may immediately terminate this Agreement, or may suspend services to be provided hereunder, at any time by giving prior written notice of such termination or suspension to Customer in the event Customer fails to pay, when due, any invoice or other amount due under this Agreement.

(c) Either party may terminate this Agreement for a non-monetary default, if the other party fails to perform any of its material obligations set forth in this Agreement (a "Material Default"), and such failure continues for more than thirty days after written notice is sent by the terminating party specifying the nature of the failure.

Upon termination of this agreement for any reason, Company's obligation to provide service and maintenance support, as herein set forth, shall immediately cease and all outstanding invoiced amounts due by Customer to Company shall, notwithstanding prior invoice terms, become immediately due and payable. Any amounts paid by Customer to Company for service and maintenance support shall not be refundable. If this Agreement terminates prior to the end of any term for any reason other than Company's Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on demand the price of a full one-year term as set forth on Exhibit A. If this Agreement terminates due to Company's adjudged Material Default, Company's insolvency or the institution of bankruptcy proceedings against Company, Customer shall be obligated to pay Company on a prorated basis for that portion of the terminated Agreement which runs from the Service Commencement Date, or its anniversary date for any renewal term, to the effective date of the termination.

Hazardous Products

Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials

under various laws and regulations. Company agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Company against any and all liability arising out of such failure.

Limitation of Liability

COMPANY SHALL NOT BE HELD RESPONSIBLE FOR COMPANY'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL COMPANY, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. COMPANY'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED, AS RECITED IN EXHIBIT "A" FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

Indemnification

Each party shall indemnify and hold the other harmless from and against any claim, loss, liability, or expense, including but not limited to, damages, costs and attorney fees, arising out of or in connection with any acts of omissions of the other party and its agents and employees.

General

This Agreement and its attachments, as accepted by Company and Customer, supersede any previous written or oral agreements or understandings between the parties concerning the subject hereof, and

constitute the entire such agreement between the parties. No amendments or additions to the terms and conditions of this Agreement shall be valid unless set forth in writing and signed by an authorized representative of each of the parties.

Waiver by either party of a breach of any of the provisions hereof shall not constitute a waiver of any succeeding breach of such provision or a waiver of such provision itself. The invalidity or unenforceability of any term or provision of this Agreement shall in no way impair or affect the remainder thereof, which shall continue in full force and effect.

This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Illinois. Any disputes under the Agreement or concerning the business relationship between the parties must be litigated exclusively in the Courts of the State of Illinois. If, however, the parties have agreed in writing to arbitrate their disputes, the arbitration must take place exclusively in the State of Illinois unless the parties have agreed to arbitrate elsewhere. The prevailing party in any action concerning this Agreement or the business relationship between the parties shall be entitled to an award of costs and reasonable attorney's fees.

Any notice or other communication required under this Agreement shall be deemed to have been duly given if it is delivered personally or by facsimile with proof of receipt, or sent by registered or first-class mail, return receipt requested, first-class postage prepaid, to a party at the address listed below, or at such other address provided by the party.

Acceptance

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Jim Killoran

Title Service manager Date Automatic Renewal

Customer Name McLean County Sheriff's Dept. unless we request termination

Address _____

By _____

Title _____ Date _____

ADOPTED by the McLean County Board this _____ of December, 2003.

APPROVED:

ATTESTED:

Michael F. Sweeney, Chairman
McLean County Board

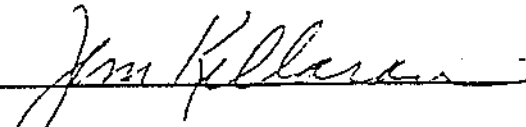
Peggy Ann Milton, Clerk of the
McLean County Board


Equipment List

PAXTON'S INC. (Company) agrees to provide service and maintenance in accordance with Service and Maintenance Agreement dated _____ between _____ (Customer) and Company at the rates and on the equipment listed below:

Company Name McLean City Sheriff's Phone (309) 888-5034
 Priced Monthly Quarterly Annual

Model	Serial	Description	Option	PM	Price
WW 35	11-WB144	Typewriter	Joy		\$150.00
WW 2500	11-24360	Typewriter	Cee Cee		150.00
WW 2500	11-24374	Typewriter	Kelly		150.00
WW 2500	11-29546	Typewriter	Jennifer		150.00
WW 2500	11-25026	Typewriter	Records		150.00
Total:					\$750.00

Accepted
 Company Signature 
 Printed Name Jim Kalloran

Title Service Manager Date: _____
 Company Signature 
 Printed Name David Owens
 Title Sheriff Date: _____



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

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

**Instructions to Vendors Wishing to Quote Prices For
Chemical Agents to be used in Mclean County Jail Laundry
and Dish Machine 2005**

Page 1

Purchaser

Purchaser is the Mclean County Sheriff's Department, Room 105 Law and Justice Center, 104 West Front Street, Bloomington, Illinois 61702-2400

Bid Procedures

Quotes shall be prepared on bid forms supplied by the Mclean County Sheriff's Department.

The quotes shall be mailed to Tom Phares, McLean County Jail Superintendent, McLean County Sheriff's Department, 104 West Front, Bloomington, Illinois 61702-2400. The due date for the quotes is October 15, 2004.

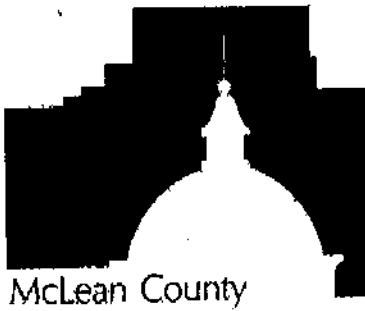
All vendors will be required to conduct an on-site inspection prior to submitting quotes. The trays now being used are insulated. The dish machine is a Valuclean model VC 1000. Contact Tom Phares @ 309-888-5068 to set up an appointment. The quotes will be evaluated by the Sheriff and the successful vendor will be notified.

Specifications for quotes

Vendors having questions on specifications or any portion of the procedure should contact Tom Phares, Jail Superintendent @ 309-888-5068. Hours are Monday-Friday 8:30am- 4:30pm.

See Attached Chemical Agent Specifications;

See attached form for quotes



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
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Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

Chemical Bid 2005

Page 2

CHEMICAL AGENT SPECIFICATIONS

McLean County is requesting quotes for the following chemical agents

- A. **Liquid Laundry Detergent:** Must be of premium quality with a built in alkaline booster. Product must have the capability of removing heavy grease and food type soils.
- B. **Liquid Laundry Destainer / Bleach:** Product must be of premium quality with the ability to remove stains in an institutional laundry operation.
- C. **Liquid Low Temperature Dish Machine Detergent:** Low energy detergent to be formulated with alkalinity levels designed for optimum performance of service wears.
- D. **Liquid Low Temperature Dish Machine Rinse:** Agent to have excellent sheeting action to eliminate alkaline and water film deposit. In addition it must control foam.
- E. **Liquid Low Temperature Dish Machine Sanitizer:** Sanitizing agent should be used for low-temperature chemical machines. Agent must be effective in sanitizing all food and beverage utensils.
- F. **Liquid Delimer:** Chemical agent must reduce alkaline deposits on all service wear.
- G. **Third Sink Sanitizer:** Must meet/ exceed the current needs for proper sanitation of the kitchen utensils and other items requiring this process.
- H. **Pot and Pan Soap:** Must be able to meet and/or exceed the current needs for the cleaning of the pots and pans.



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

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

Chemical Bid 2005 Page 3

- I. All chemical agents should be stored in (5) gallon containers. Containers must have the capability of being connected to the washing machine and dish machine for automatic dispensing of chemical agent. In addition, supplier must be able to provide 100% parts and labor for upkeep of low-temperature energy mizer brand dish machine and chemical dispensers for washing machines.
- J. All quotes will include a full product specification sheet. Also, Material Data Safety Sheet shall accompany all quotes.
- K. The vendor must be able to deliver chemical agents to the McLean County Detention Facility within 15 days of notification of award of quote.
- L. The vendor must maintain an inventory of chemical agent and be able to ship the product to the McLean County Detention Facility upon notice.
- M. Vendor will be required to supply enough chemical agent to effectively clean an average of 160 loads per week, utilizing (3) 50-pound Milnor washing machines. Vendor will also be required to supply enough chemical agent to effectively clean an average of (210) 10 3/4 X 14 1/2 X 2 1/8 trays, 6 oz. Cups, 10 oz. bowls, and service wear (3) times daily.
- N. The vendor will be required to guarantee the unit price of the product for the duration of the contract period (contract period to expire December 31, 2005.)

Chemical Quotes for 2005

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION MATERIAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	Ecolab Inc. TriStar Glo 15420 5gal/pail \$57.00/pail	yes	no (100% parts for) Dispensing System	3.5 pails	yes
LIQUID LAUNDRY DESTAINER/ BLEACH	Ecolab Inc. Laundri Destainer 15982 5gal/pail \$34.50/pail	yes	No (100% parts for) Dispensing System	3.5 pails	yes
LIQUID LOW- TEMP DISH MACHINE DETERGENT	Ecolab Inc. H.D. Eco Klene 14514 5gal/pail \$50.50/pail	yes	No <i>yes RC</i> <i>10/11</i> 100% parts for Dispenser System	3 pails	yes
LIQUID LOW- TEMP DISH MACHINE RINSE	Ecolab Inc. Ultra Dry 15172 4.5gal/pail \$75.00/pail	yes	No <i>yes RC</i> <i>10/11</i> 100% parts for Dispensing System	1	yes
LIQUID LOW- TEMP DISH MACHINE SANITIZER	Ecolab Inc. Ultra San 13961 5gal/pail \$30.50/pail	yes	No <i>yes RC</i> <i>10/11</i> 100% parts for Dispensing System	1.5	yes
LIQUID DELIMER	Ecolab Inc. Lime-A-Way 12021 4/lgal \$33.50/cs.	yes	No 100% parts for Dispensing System	1/3gallon	yes
Third Sink Sanitizer	Ecolab Inc. Ster Bac Blu 11023 4/lgal \$48.50/cs	yes	No 100% parts Dispensing System	2 gallons	yes
Pot and Pan Soap	Ecolab Inc. Solitaire 17301 4/5# \$115.00/cs	yes	No 100% parts for Dispensing System	1 capsule	yes

Please fill out each block above with either a yes or no or supply correct information specified.

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Ron Christofferson

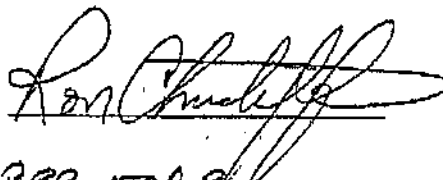
Date of Quote 10/11/04

Company Telephone Number 800-352-5326 ext. 2362

Total Quote for Chemicals \$ 7,779.50 (12 months)

Additional Comments

Signature of Authorized Agent



800-888-5068

Chemical Quotes for 2005

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION METERAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	5 GAL \$55.00 per 5 gal	YES	NO	7 PAILS	YES
LIQUID LAUNDRY DESTAINER/ BLEACH	5 GAL \$47.55 per 5 gal	YES	NO	3 PAILS	YES
LIQUID LOW-TEMP DISH MACHINE DETERGENT	5 GAL \$54.15 per 5 gal		NO	2.5 PAILS	YES
LIQUID LOW-TEMP DISH MACHINE RINSE	5 GAL \$60.95 per 5 gal		NO	1 PAIL	YES
LIQUID LOW-TEMP DISH MACHINE SANITIZER	5 GAL \$30.90 per 5 gal		NO	1.5 PAIL	YES
LIQUID DELMER	4 - 1 GAL \$49.25 per cs.			1 CS.	YES
Third Sink Sanitizer	APM #6 SANITIZER 2/ltr-\$34.40	YES	YES	1 - 2 ltr BOTTLE	YES
Pot and Pan Soap	APM SPARKLE 2/ltr-\$37.00	YES	YES	1 - 2 ltr BOTTLE	YES

Please fill out each block above with either a yes or no or supply correct information specified.

Name of Company Submitting Quote NEWMAN & ULLMAN INC.

Name of Authorized Agent WILLIAM A. PARKER

Date of Quote OCTOBER 13, 2004

Company Telephone Number (309)353-7000

Total Quote for Chemicals \$ 904.62 per MONTH EST.

Additional Comments

Signature of Authorized Agent



\$10,855.44 / YR



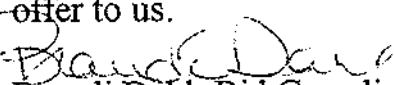
**BUNN
CAPITOL
COMPANY**

October 13, 2004

McLean County Sheriff's Department
104 West Front
Bloomington, IL 61702

Attn: Tom Phares

Thank you for the opportunity to bid on the Chemical Supplies, however at this time we are going to pass on the bid. We appreciate you extending the offer to us.


Brandi Dahl, Bid Coordinator ext. 5641
e-mail: brandi@bunncapitol.com

Bunn Capitol Company
Serving the Foodservice Industry Since 1840
1212 Stevenson Drive • P.O. Box 4227 • Springfield, IL • 62708
217-529-5401
1-800-252-9800

CONTRACT – INMATE CHAPLAIN

This contract entered into this _____ day of _____ 2004 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgements and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$10,293.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2005. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

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

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.

This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois, this _____ day of December 2004.

Colleen Bennett

Sheriff Dave Owens

APPROVED:

Michael Sweeney, Chairman
McLean County Board

ATTEST:

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

**LETTER OF UNDERSTANDING
BETWEEN
McLEAN COUNTY BOARD AND THE
REGIONAL OFFICE OF EDUCATION
FOR McLEAN AND DEWITT COUNTIES**

McLEAN COUNTY JAIL EDUCATION PROGRAM

IT IS MUTUALLY AGREED by and between the Regional Office of Education for McLean and DeWitt Counties (hereinafter referred to as "ROE" and the McLean County Sheriff's Department, Jail Division (hereinafter referred to as "JAIL") as follows:

1. SCOPE OF PROGRAM:

ROE will provide an instructional program for inmates of the JAIL consisting of the following components:

A. Instruction for adults.

2. RESPONSIBILITIES OF ROE:

ROE will provide classroom instruction in accordance with a schedule established by ROE in cooperation with the Superintendent of the JAIL or his designee. ROE will provide the Jail with a monthly schedule.

A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.

B. ROE will furnish all textbooks, reference books, and instructional materials for such program.

C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.

D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.

- E. For the purpose of administering this agreement, the following person will be designated representative of ROE unless the Sheriff is otherwise advised in writing:

Mrs. Joyce H. Fritsch, Director
GED/Adult Literacy Programs
905 N. Main St. Suite # 2
Normal, Il. 61761
309-888-9884

3. **RESPONSIBILITIES OF JAIL:**

- A. The Program Director of the McLean County Detention Facility will be responsible for assigning students to the program.
- B. The JAIL will provide ROE with the following:
- (1) Classroom facilities with necessary furniture and equipment for conducting the program at the JAIL.
 - (2) Suitable arrangements for safekeeping of wraps and valuables while instructors are on duty at the JAIL.
- C. For the purpose of administering this agreement, the following person will be the designated representative of the JAIL unless ROE is otherwise advised in writing:

Thomas Phares, Jail Superintendent
104 W. Front Street
Bloomington, IL 61702-2400
(309) 888-5036

4. **INSURANCE AND BENEFITS:**

Because the parties to this Agreement are affiliated with the body politic and corporate of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. **RESOLUTION OF PROBLEMS:**

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. **PRIOR AGREEMENTS AND AMENDMENTS:**

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein. Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

7. DURATION OF AGREEMENT:

This Agreement shall be effective on January 1, 2005, through December 31, 2005.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$15,400.00 in two equal payments for conducting the program as follows:

- A. \$7,700.00 no later than January 15, 2005, and
- B. \$7,700.00 no later than July 1, 2005.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signature to this Agreement on the date below indicated.

McLean County Sheriff's Department

By: _____ Date _____, David G. Owens, Sheriff

Regional Office of Education
McLean and DeWitt Counties

By: _____ Date _____

McLean County Board:

By: _____ Date _____
Michael Sweeney, Chairman

ATTEST: _____ Date _____
Peggy Ann Milton, Clerk of the County
Board of McLean, Illinois

MAINTENANCE AGREEMENT ADDENDUM

Your System ID# is: IDX-103381. Please reference this number when placing a service call.

EQUIPMENT LOCATION

McLean County Sheriff's Department
104 W. Front Street
Bloomington, IL 61702

The "System" that is the subject of this Addendum is as follows:

<u>Model</u>	<u>Description</u>	<u>Qty</u>	<u>Helpdesk*</u> <u>Cost/Yr.</u>	<u>9/5**</u> <u>Cost/Yr.</u>	<u>24/7***</u> <u>Cost/Yr.</u>	<u>Preventative****</u> <u>Cost/Time</u>
TP-600NEC2	Livescan® IDX-103381	1	Included	Included	Included	\$120.00
TP-614LS	Duplex Printer	1	Included	Included	Included	85.00
TP-617PO	Ethernet LAN Adapter	1	Included	Included	Included	.00
TP-628N	NFS Server & Client	1	Included	Included	Included	.00
TP-666N	NATMS Protocol Support WSQ Compression	1	Included	Included	Included	.00
TP-626	Modem	1	Included	Included	Included	.00
TP-UPS	Power Supply	1	Included	Included	Included	.00
TP-RSMM	Remote Service Management	1	Included	Included	Included	.00
TP-691NECN	Accu-Capture Slap to Roll	1	Included	Included	Included	.00
EASE06280010-A	Back-up CPU	1	Included	Included	Included	.00
Total (annual except for Preventative)			\$4,439.11	\$6,582.26	\$11,792.44	\$205.00
Pro-Rated 1 Month to Expire December 31, 2005			-\$369.93	-\$548.52	-\$982.70	
Agreement Total			\$4,069.18	\$6,033.74	\$10,809.74	

PERIOD OF COVERAGE:

- *Parts plus unlimited telephone support access 24 hours per day, 7 days per week.
- **Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.
- ***Parts plus on site support 24 hours a day, 7 days a week.
- ****Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday – Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.

EFFECTIVE DATE: February 1, 2005 – December 31, 2005

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$4,069.18 per year - Annual prepayment.
- 9/5 price = \$6,033.74 per year - Annual prepayment.
- 24/7 price = \$10,809.74 per year - Annual prepayment.
- Preventative Maintenance Visits at \$205.00 per time x _____ times per year = \$ _____.

TOTAL Cost \$ _____ Maintenance plus Preventative price (if any).

Please check type of preferred billing: Annual Invoice or Quarterly Invoice or Monthly Invoice

IDENTIX INCORPORATED

5600 Rowland Road
Minnetonka, MN 55343-4315
Attn: Contracts Administration

MCLEAN COUNTY SHERIFF'S DEPARTMENT

Billing Address: 104 W. Front Street
Bloomington, IL 61702

BY: Debra Blanchard
NAME: Debra Blanchard
TITLE: Contracts Administrator
DATE: October 11, 2004

P.O. #: _____
BY: _____
NAME: _____
TITLE: _____
DATE: _____

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

IDENTIX INCORPORATED, 1336 MARK NE, GRAND RAPIDS, MI 49525 (Attn: Debra Blanchard) PHONE 616-447-2626, FAX 616-447-2629
CONFIDENTIAL PRICING INFORMATION

IDENTIX INCORPORATED

SYSTEM MAINTENANCE TERMS AND CONDITIONS

I. GENERAL SCOPE OF COVERAGE

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

II. MAINTENANCE SERVICES

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

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

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for

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

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

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix' Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a

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

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

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

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

- The Services do not include any Identix on-site maintenance services. The Customer agrees to

provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.

- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

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

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

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or components not authorized by Identix are fitted to the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in

environmental conditions outside of those conditions specified in Identix' System documentation.

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

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

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

IV. SERVICE CALLS

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

V. TERM AND TERMINATION

The term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of

thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

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

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

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES

(INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

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

IX. MISCELLANEOUS

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

Vehicle trades for '05 Squads

Dealership	M 5 '99 Crown Vic	M 10 '03 Chevy Impala	M 12 '03 Chevy Impala	M 16 '03 Chevy Impala	M 20 '99 Crown Vic	M 23 '01 Crown Vic	CV '99 Dodge Ram	CS 24 '01 Crown Vic	CS 25 '01 Crown Vic	Parks '92 1500 PU	Parks '97 Crown Vic	Total
Heller Chevrolet	\$2,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,150.00	\$2,700.00	\$3,100.00	\$2,000.00	\$2,500.00	\$1,200.00	\$1,000.00	
Heller Ford	\$2,000.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,150.00	\$2,700.00	\$3,100.00	\$2,000.00	\$2,500.00	\$1,200.00	\$1,000.00	
Miles Chevrolet	\$2,500.00	\$3,500.00	\$3,500.00	\$2,500.00	\$3,000.00	\$3,100.00	\$3,200.00					
Barker Chevrolet	\$2,800.00	\$4,200.00	\$4,100.00	\$3,500.00	\$3,200.00	\$2,600.00	\$3,000.00					

'05 Vehicle Bids

Heller Chevrolet 2005 Chevrolet Impala 9C1 Interceptor
\$17,213.30

Heller Ford 2005 Ford Expedition \$24,542.88
2005 Ford Excursion \$29,529.66
2005 F150 Pick Up \$15,367.30

Miles Chevrolet 2005 Chevrolet Impala 9C1 Interceptor
\$17,389.00

Barker Chevrolet 2005 Chevrolet Impala 9C1 Interceptor
\$18,157.66

MCOF-First Quarter
Population Report
November
2004

Date	Total Pop	IN House	Spec Needs		Str. Sent		Work Rel		Week.		Other Fac	
			Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
1	195	186	20	175	4	39	0	1	4	9	0	0
2	188	178	21	167	5	37	0	1	4	9	0	0
3	199	189	22	177	4	39	0	1	4	11	0	0
4	190	178	20	170	3	37	0	1	4	11	0	0
5	198	190	25	173	4	38	0	1	3	12	0	0
6	210	206	24	186	5	43	0	1	4	13	0	0
7	218	216	26	192	4	45	0	1	4	13	0	0
8	212	200	25	187	4	44	0	1	4	12	0	0
9	196	184	22	174	4	43	0	1	4	11	0	0
10	193	182	24	169	8	41	0	1	4	10	0	0
11	190	180	27	163	8	42	0	1	4	10	0	0
12	205	195	32	173	6	41	0	1	4	10	0	0
13	203	199	29	174	7	42	0	1	4	10	0	0
14	211	209	29	182	7	38	0	1	3	9	0	0
15	201	193	27	174	7	34	0	1	3	9	0	0
16	192	184	25	167	4	34	0	1	3	8	0	0
17	193	185	25	168	5	33	0	1	3	8	0	0
18	195	187	23	172	5	32	0	1	3	8	0	0
19	187	180	19	168	5	34	0	1	3	8	0	0
20	193	189	21	172	6	31	0	1	3	8	0	0
21	198	195	22	176	5	32	0	1	3	8	0	0
22	194	186	19	175	5	31	0	1	3	8	0	0
23	195	186	23	172	4	30	0	1	3	8	0	0
24	186	177	21	165	4	30	0	1	3	8	0	0
25	188	179	20	168	4	29	0	1	3	8	0	0
26	190	182	22	168	3	1	0	1	3	8	0	0
27	193	190	22	171	2	28	0	1	3	7	0	0
28	193	191	20	173	3	27	0	0	3	6	0	0
29	193	188	21	172	3	27	0	0	3	4	0	0
30												
Total	5699	5484	676	5023	138	1002	0	27	99	264	0	0
Average												
Nov-04	196.517	189.103	23.31	173.21	4.76	34.55	0	0.93	3.41	9.10	0	0.00

MCDP Average Population
By Month 2004

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	238.06	217.13	206.55	196.10	184.45	177.73	188.48	189.19	187.57	190.90	196.51		197.52
In House	198.71	190.21	183.87	173.93	162.61	161.33	172.23	179.13	176.03	180.61	189.10		178.89
Female	40.16	31.97	30.81	30.20	28.97	35.30	32.39	30.77	26.53	22.03	23.31		30.22
Male	197.90	185.17	175.74	165.87	155.48	142.43	156.10	158.48	161.03	168.87	173.21		167.3
Spec Needs Female	7.97	8.21	8.61	8.90	8.52	10.40	9.32	9.58	8.87	5.19	8.72		8.57
Spec Needs Male	13.23	11.24	8.68	8.80	7.84	6.80	9.97	10.06	8.63	11.81	9.31		9.67
Str Sent Female	7.20	5.38	7.81	5.52	6.13	10.43	8.37	6.29	4.27	4.30	4.76		6.41
Str Sent Male	51.32	45.83	35.35	28.41	28.48	26.77	31.43	31.61	32.40	30.53	34.55		34.24
Work Rel Female	2.36	00.00	.06	1.00	1.65	.87	00.00	.74	.17	00.00	00.00		0.62
Work Rel Male	7.84	6.38	8.03	6.62	3.06	1.67	1.90	1.52	1.40	1.00	.93		3.67
Weekender Female	7.24	6.97	7.03	6.59	6.68	6.00	5.57	4.13	3.70	2.47	3.41		5.44
Weekender Male	13.08	15.03	14.26	16.55	16.55	13.93	14.80	10.32	10.77	10.73	9.10		13.19
Other Fac Female	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00		00.00
Other Fac Male	19.87	6.07	1.16	00.00	00.00	00.00	00.00	00.00	00.00	00.00	00.00		2.46

**McLean County State's Attorney's Office
2004 Case Load Report**

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. YTD YTD YTD Total Projected

CRIMINAL

	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD	YTD	YTD	Total	Projected
Felony	85	118	134	84	76	95	75	90	85	103	128		1073	1165	1,307	1,307	1,173
Misdemeanor	201	215	209	173	143	192	175	214	185	224	173		2104	1927	2,128	2,128	2,299
Asset Forfeiture	11	0	12	8	17	7	11	0	10	1	17		94	95	102	102	103
Family Totals	34	50	50	31	42	35	27	50	29	48	66		462	477	525	525	505
Family	23	29	34	18	29	18	15	35	16	33	50		300	324	362	362	328
Order of Protection	11	21	16	13	13	17	12	15	13	15	16		162	153	163	163	177
Juvenile Totals	28	39	39	35	40	48	28	40	26	25	37		385	195	223	223	421
Juvenile	0	2	0	0	9	0	0	0	0	0	0		11	7	8	8	12
Juvenile Abuse	15	28	13	11	22	26	17	24	12	14	27		209	88	105	105	228
Juvenile Delinquency	13	9	26	13	9	22	11	16	14	11	10		154	100	110	110	168
Traffic Totals	1,639	2,778	2,671	2,292	2,068	3,349	1,801	2,395	2,178	2,080	2,140		25,391	26,735	30,207	30,207	27,748
Traffic	1,579	2,696	2,576	2,217	1,988	3,275	1,749	2,302	2,107	1,990	2,062		24,541	26,010	29,372	29,372	26,819
DUI Traffic	60	82	95	75	80	74	52	93	71	90	78		850	725	835	835	929

CHILD SUPPORT

Paternity cases filed	7	4	2	2	8	1	4	1	0	1	17		47	102	117	117	51
Paternity cases established	3	6	2	10	5	8	6	2	2	4	4		52	52	59	59	57
Paternities excluded	1	2	0	3	1	0	0	0	3	1	0		11	3	4	4	12
Support Orders entered	50	41	62	111	130	76	59	65	77	104	108		883	425	482	482	965
Modification proceedings filed	0	39	19	74	34	13	13	15	30	12	20		269	194	219	219	294
Modification proceedings adjudicated	4	10	7	31	42	24	12	3	11	15	15		174	136	147	147	190
Enforcement actions filed	39	23	44	59	41	92	53	137	31	25	61		605	307	340	340	661
Enforcement actions adjudicated	55	41	73	147	108	96	69	88	101	114	119		1011	481	551	551	1105
Hearings set before Hearing Officer	39	97	69	146	138	89	79	57	69	91	97		971	714	819	819	1,061
Orders prepared by Hearing Officer	31	87	60	125	114	76	73	47	61	59	88		821	586	676	676	897

2004 Projected = (2004 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

November 29, 2004

STATE'S ATTORNEY:

Beginning Balance 01/01/2004	\$ -47,895.49
(Reflects \$80,000 transfer to General Fund 12/31/02)	
Revenue	<u>22,675.10</u>
Total Funds Available	\$ -25,220.39
Expenditures	<u>3,147.95</u>
Fund Balance 11/29/2004	\$ -28,368.34

SHERIFF:

Beginning Balance 01/01/2004	\$ 55,631.50
Revenue	<u>15,260.06</u>
Total Funds Available	\$ 70,891.56
Expenditures	<u>31,978.22</u>
Fund Balance 11/29/2004	\$ 38,913.34

TOTAL FUND BALANCE	November 29, 2004	\$ 10,545.00
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DETENTION FACILITY
HEALTH SERVICES DEPARTMENT
(309) 888-5069 FAX (309) 888-5933
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

MEMORANDUM

DATE:	November 22, 2004
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JNA</i>

TOPIC: RECOMMENDATION FOR RENEWAL OF THE CONTRACT WITH DENNIS KRUG, DDS, FOR THE PROVISION OF DENTAL CLINICIAN SERVICES FOR THE McLEAN COUNTY ADULT DETENTION FACILITY

The current contract with Dennis Krug, DDS, for the provision of dental clinician services for the McLean County Adult Detention Facility expires on December 31st, 2004. At this time, we respectfully recommend that this contract with Dr. Krug be renewed for an additional two year time period with the rate of compensation for services to be negotiated on a yearly basis.

We also recommend that compensation for 2005 contract year be paid at an hourly rate of \$132.45 portal to portal in addition to a monthly retainer of \$99.47. These figures represent a 2% increase from the previous contract year.

Dr. Krug has provided dental assessments and services to inmates in need of dental care since May of 1995, and we have been extremely satisfied with his services. At the current time, Dr. Krug provides on-site dental evaluation and treatment once a week for approximately three hours and has continued to increase productivity with very few off site referrals.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

**AGREEMENT
FOR DENTAL CLINICIAN**

THIS AGREEMENT, made this 14th of December, 2004, by and between the McLean County Board, (hereinafter known as the Board), and, Dennis R. Krug, D.D.S., a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992), to provide medical and dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, the Dental Clinician has the capacity to provide such service:

THE DENTAL CLINICIAN AGREES TO:

1. Provide dental services including examination and treatment of inmates of the McLean County Detention Facility who are referred for services by designated nursing staff.
2. Provide Dental Assistant services for each clinic, if necessary, and appropriate compensation for those services.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain malpractice insurance and Worker's Compensation Insurance for the Dental Clinician any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certifications necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.

DENTAL CLINICIAN CONTRACT

Page Two

9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.
10. The Dental Clinician will indemnify and hold harmless the Board, its Director, agents, employees and assigns against any and all claims arising out of or relating to the Dental Clinician's activities pursuant to this Agreement.

THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the first year of this Agreement (January 1, 2005 through December 31, 2005), provide compensation to the Dental Clinician at an hourly rate of \$132.45 portal to portal in addition to a monthly stipend of \$99.47 payable monthly upon invoice by the Dental Clinician.
10. During the second year of this Agreement (January 1, 2006 through December 31, 2006), compensation for services will be negotiated prior to the beginning of the second contract year.

DENTAL CLINICIAN CONTRACT

Page Three

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2005 and terminate on December 31, 2006 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT

Page Four

10. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
11. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the Dental Clinician upon thirty (30) days written notice.
 - b) At the request of the Board upon thirty (30) days written notice.
12. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this agreement, invalid or unenforceable.
13. This Agreement may not be assigned or subcontracted by the Dental Clinician to any other person or entity without the written consent of the Board.
14. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
15. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

APPROVED:

Dennis R. Krug, D.D.S.

David Owens,
McLean County Sheriff

APPROVED:

ATTEST:

Michael F. Sweeney, Chairman
McLean County Board

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



DETENTION FACILITY
HEALTH SERVICES DEPARTMENT
 (309) 888-5069 FAX (309) 888-5933
 104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

MEMORANDUM

DATE: November 22, 2004
TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM: JOAN NAOUR, DIRECTOR/MCDF HEALTH SERVICES

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH McLEAN COUNTY CENTER FOR HUMAN SERVICES FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR THE McLEAN COUNTY DETENTION FACILITY.

The current contract with the McLean County Center for Human Services expires on December 31, 2004. This contract allows us to provide mental health services for the inmate population. These services include on site counseling for twenty-four hours each week, crisis intervention whenever necessary, and weekly two hour sessions by the MCDF Psychiatrist. The following is a comparison of actual rates per service for 2004 and proposed rates per service for 2005:

<u>SERVICES:</u>	<u>2004</u>	<u>2005</u>
Crisis Team Response-----	\$ 60.00/hr	\$ 60.00/hr
Nurse Consultation (not utilized)--	\$ 60.00/hr	\$ 60.00/hr
On-Site Psychiatrist Services-----	\$134.00/hr	\$137.00/hr
Psychiatrist Sessions (not utilized)	\$ 60.00/hr	\$ 60.00/hr
Scheduled In-house Services-----	\$ 41.00/hr	\$ 42.00/hr

Total anticipated expenditures for 2005 are \$68,100.00. This figure reflects fixed expenses of \$66,660.00 and approximate costs for an estimated twelve (12) crisis calls at \$1,440.00. Total budgeted figure for FY'05 is \$68,100.00, which reflects a 2.5% increase from the 2004 budget year. There are no additions/deletions in the contract language, and mental health services provided for individuals incarcerated in the McLean County Detention Facility remain the same.

We respectfully recommend renewal of this contract for contract year 2005, and we would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you.

CONTRACT 553140-CY05

This CONTRACT, made this _____ day of _____, by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, the McLean County Board, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Detention Facility inmates; and,

WHEREAS, the AGENCY has the capacity to provide such services; and,

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2005 through December 31, 2005, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Detention Facility inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-EIGHT THOUSAND ONE HUNDRED DOLLARS (\$68,100) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, or the McLean County Board, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
 - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,

- b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,
 - c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
 - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
 - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
 - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
 - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
 - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
 - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
 - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:

a.	Crisis Team screening and assessment response	\$60.00 hr/person
b.	Nurse consultation (phone or in person)	\$60.00 hr
c.	On-site psychiatrist services (phone or in person with travel)	\$137.00 hr
d.	Psychiatrist sessions	\$60.00 session
e.	Scheduled In-house assessment & services	\$42.00 hr
9. This CONTRACT may be terminated for any of the following reasons:
 - a. At the request of the AGENCY upon thirty days written notice; and,
 - b. At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
 - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
 - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
 - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

12. The AGENCY shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
13. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:
14. AGENCY shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
15. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
16. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
17. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
18. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
19. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
20. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
21. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and the AGENCY without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.

22. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to AGENCY for the cost of changes of additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

David Owens,
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By: _____
Tom Barr, Director

McLEAN COUNTY BOARD OF HEALTH

By: _____
P.A. "Sue" Berglund, President

McLEAN COUNTY BOARD

By: _____
Michael F. Sweeney, Chairman

ATTEST:

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



DETENTION FACILITY
HEALTH SERVICES DEPARTMENT
(309) 888-5069 FAX (309) 888-5933
104 W. Front P.O. Box 2400 Bloomington, Illinois 61702-2400

MEMORANDUM

DATE:	November 22, 2004
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JAN</i>

TOPIC: RECOMMENDATION FOR APPROVAL OF A CONTRACT WITH MERLE PHARMACY NO.1, INC. AND McLEAN COUNTY FOR PHARMACEUTICAL SERVICES FOR THE McLEAN COUNTY DETENTION FACILITY.

William Martin, RPh, under the auspices of Merle Pharmacy No.1, Inc. has provided Pharmaceutical Services for the McLean County Detention Facility since January of 2002.

During the past three (3) years, we have been favorably impressed with the ability of Mr. Martin and the staff at Merle Pharmacy No. 1, Inc. to provide for the pharmaceutical needs of the McLean County Detention Facility, Health Services Department, and we respectfully recommend renewal of the contract agreement for an additional year.

Mr. Martin has agreed to provide us an additional 3% discount for the term of this contract, and also to assist the staff in the development of an MCDF Formulary for the Health Services Department in the near future.

We also would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you in advance for your time and consideration.

AGREEMENT

MCLEAN COUNTY DETENTION FACILITY PHARMACEUTICAL SERVICES

THIS AGREEMENT, made this 14th day of December, 2004, by and between the McLEAN COUNTY BOARD, hereinafter known as the BOARD, and, a pharmacy registered in the State of Illinois, hereinafter known as the PROVIDER.

WHEREAS, the COUNTY OF McLEAN has the authority under 730 ILCS 5/3-15-2 (1997) to provide medical care to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, there is a need to provide prescription and non-prescription medication, pharmaceutical supplies, and reasonable pharmaceutical services to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, the PROVIDER is a Pharmacy registered in the State of Illinois, and has the capacity to provide such services:

THE PROVIDER AGREES TO:

1. Provide prescription and non-prescription medication and pharmaceutical supplies on a twenty-four hour, seven day per week basis for the inmates incarcerated at the McLean County Detention Facility
2. Provide medications in the packaging and quantity requested by McLean County Detention Facility Health Services staff.
3. Provide a medication cart adequate for the needs of the MCDF Health Services Program. It is understood that the medication cart shall remain the property of the PROVIDER.
4. Substitute generic equivalent prescription and non-prescription medications, including pharmaceutical supplies, for brand name products unless "no substitution" is expressly stated on the order.
5. Report to the Director of MCDF Health Services and advise the same on all matters related to pharmaceutical practices within the Facility, including development of an MCDF Formulary.
6. Assist the MCDF Health Services Staff in developing and implementing policies that will assure high quality pharmaceutical services.
7. Recommend needed supplies and equipment.
8. Participate in program evaluation activities as required by licensing and regulatory bodies, e.g. quarterly on-site review of pharmaceutical program.
9. Maintain all licenses and certifications necessary to practice Pharmacy in the State of Illinois throughout the term of the Agreement.
10. By the mutual agreement of the parties, provide on-site delivery of stock and individual routine medications on a weekly basis and daily delivery of new medications which may be ordered by the MCDF Physician, MCDF Psychiatrist, or the MCDF Dentist, and consult with the MCDF Health Services staff

and with the Sheriff as Jail Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.

11. Arrange for pharmaceutical coverage during absences.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current pharmaceutical practices with respect to services to be performed under the Agreement.
13. Secure and maintain malpractice insurance and Worker's Compensation Insurance for any pharmaceutical employees and, upon request, supply to the BOARD a certificate of insurance evidencing such coverage.
14. Indemnify and hold harmless the BOARD, its agents and employees and assigns against any and all claims arising out of or relating to the PROVIDER'S activities pursuant to this Agreement.
15. Agree to accept payment as reimbursement in full for the services described in this Agreement. In the event that an additional source pays the PROVIDER subsequent to payment by the BOARD, the BOARD shall be immediately notified and provisions made for repayment either directly or through a billing adjustment.

THE BOARD AGREES TO:

1. Implement policies which assure high quality pharmaceutical services.
2. Provide adequate supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Board, and executed through the McLean County Detention Facility Health Services staff.
3. Provide their employees with liability coverage as deemed appropriate.
4. Participate in program evaluation activities as required by funding sources or regulatory bodies.
5. Provide maintenance of equipment and secure storage for medications.
6. Provide periodic statistical reports as deemed appropriate.
7. Provide compensation to the PROVIDER for reimbursable services, which shall be limited to prescription or non-prescription medications and pharmaceutical supplies and delivery of the same.
8. Agree to pay the PROVIDER for services rendered at a rate of Average Wholesale Price (AWP) minus 13%.
9. Reimburse PROVIDER for services delivered between the execution date of this Agreement and termination date of this contract. Said payment for services rendered shall be made within thirty (30) days following receipt of an invoice from the PROVIDER by the BOARD. It is further understood that funding for this Agreement is provided through the Tort Judgment Fund and that invoices are subject to approval by the BOARD.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1st 2005 and terminate on December 31st, 2006, unless terminated by either party in accordance with 14. a or b of this section.
2. No administrative practice of the Board shall unduly restrict or compromise the pharmaceutical judgement of the MCDP Pharmacist.
3. Nothing in this Agreement shall prevent the PROVIDER from engaging in pharmaceutical practices or services apart from those provided to the BOARD.
4. It is understood by both parties that the PROVIDER is a pharmacist licensed to practice pharmacy in the State of Illinois and is not an employee of the BOARD.
5. The PROVIDER is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the BOARD in so far as the manner and means of performing the services and obligations of the Agreement. However, the BOARD reserves the right to inspect the PROVIDER'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
6. In the event the BOARD'S equipment is used by the PROVIDER or any Subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the PROVIDER during the period of such use by the PROVIDER or subcontractor.
7. The PROVIDER shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
8. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
10. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
11. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
12. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel shall be determined by the BOARD and executed through staff.
13. All other provisions of employment shall be governed by the

McLean County Personnel Policies and Procedures Ordinance as administered through the BOARD.

14. This AGREEMENT may be terminated for any of the following reasons:
 - a) At the request of the PROVIDER upon sixty days written notice.
 - b) At the request of the Board upon sixty days written notice.
15. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement, invalid or unenforceable.
16. This Agreement may not be assigned or subcontracted by the MCDF Pharmacist to any other person or entity without the written consent of the Board.
17. This agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
18. It is understood by both parties that this Agreement remains in effect pursuant to an administrative agreement between the BOARD and will terminate in the event that this administrative agreement expires and is not renewed.
19. It is understood that the terms of this Agreement include all agreements made by the BOARD and the PROVIDER without regard to any oral conversations which may have taken place prior to the execution of the Agreement or subsequent hereto, and that any changes shall be made in writing and agreed to by both parties.
20. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

SIGNATURE PAGE

William M. Martin, R.Ph
Merle Pharmacy No. 1, Inc.

David Owens
McLean County Sheriff

APPROVED:

ATTEST:

Michael F. Sweeney, Chairman
McLean County Board

Peggy Ann Milton, County Clerk
McLean County, Illinois

**MCDF HEALTH SERVICES DEPARTMENT
QUARTERLY REPORT, 3RD QUARTER 2004**

I. On Site Clinical Services	3rd QTR 2004	3rd QTR 2003	YTD 2004
A. General Medical Services			
1. Physician			
a. Sick Call Encounters	259	227	881
b. Consultations	303	188	827
c. Total Encounters/Consults	562	415	1708
2. Staff Nurse			
a. Sick Call Encounters	2132	1547	5655
b. Injections	12	2	14
c. Telephone Calls			
1. Nurse Calls	224	218	668
2. Physician Calls	60	78	205
d. Health Assessments			
1. Routine (within 2 wks)	90	88	478
2. Partial			
a. Annual	0	0	1
b. Repeat in 3 mos.	6	0	15
3. Visual Acuity Examination	96	88	493
e. Medical/DOC Transfers	102	95	358
f. RX Dispensed			
1. Routine	1252	999	3877
2. Special orders	19	24	56
g. Electrocardiograms	2	1	5
i. Other Physicians on site	1	7	2
j. Nurse Consult	1192	956	3618
k. Total Nursing Procedures	5188	4103	15445
B. Dental Services			
1. Dentist	QTR 2004	QTR 2003	YTD 2004
a. Routine visits	104	97	300
b. Unscheduled visits	0	0	0
c. Total clinic visits	104	97	300
d. Number of inmates treated	73	80	250
e. Consultations	26	10	50
f. Dental Nurse Consult	99	86	381
g. Sick Call Encounters	37	27	148
h. Clinical Procedures			
1. Diagnostic	96	71	254
2. Preventive	3	20	33
3. Treatment			
a. Periodontics	0	1	3
b. Restorative	6	4	11
c. Endodontics	7	2	18
d. Oral Surgery	33	29	100
e. Prosthodontics	0	6	2
f. Other	1	0	2

I. On Site Clinical Services (con't)	3rd QTR 2004	3rd QTR 2003	YTD 2004
C. Psychiatric Services			
1. Psychiatrist			
a. Encounters	89	96	265
b. Consultations	14	13	42
c. Total Encounters/Consults	103	109	307
d. Number of inmates treated	80	91	247
e. Number of incidents/restraints	0	0	0
2. Counselors			
a. Scheduled Individual Visits	291	241	848
b. Scheduled Group Visits	0	0	0
c. Crisis Visits	5	2	11
d. Total	296	243	859
D. Infection Control Program			
1. Infectious Disease			
a. Skin	48	45	155
b. Eyes	1	0	16
c. Ears, Nose, and Throat	8	5	28
d. Teeth, Mouth, and Tongue	58	42	151
e. Respiratory	0	4	3
f. Gastro/Intestinal	0	0	0
g. Genital/Urinary	62	17	135
h. Other	1	2	1
2. Tuberculosis			
a. Number Tests Given	85	77	418
b. Positive Reaction	5	3	21
c. Follow up chest x-ray	3	1	20
3. Immunizations			
a. Number Tests Given	0	0	0
4. Laboratory			
1. Physician ordered tests (Not STD's/Sexually Transmitted Diseases)	97	78	305
2. STD testing-routine (HIV, RPR, GC, Chlamydia)	97	77	352
3. STD testing-Court ordered (HIV, RPR, GC, Chlamydia)	12	12	45
4. Total	206	167	702

I. On Site Clinical Services (cont')

	3rd QTR 2004	3rd QTR 2003	YTD 2004
E. Referral to MCHD on Site			
1. HIV Referrals	39	17	90
2. STD Referrals	9	4	21
3. +TB/Dr. Referrals	2	1	15
4. Prenatal	4	2	9
F. Chronic Disease Program			
1. Cardiovascular/Hypertension	71	55	203
2. Seizure Disorder	3	6	10
3. Tuberculosis	0	0	0
4. Diabetes	43	27	89
5. Asthma/COPD	22	37	65
6. AIDS/HIV Seropositive	0	2	12
7. Total Number of patients/TX	139	127	379

II. Off Site Clinical Services

	3rd QTR 2004	3rd QTR 2003	YTD 2004
A. Physician Referral	15	28	54
B. Dental Referral	0	0	2
C. Hospital Referrals			
1. Emergency Medical Services	8	9	29
2. Outpatient Department	0	2	3
3. Inpatient	0	0	4
D. Radiology			
1. St. Joseph Medical Center	11	7	25
2. Bloomington Radiology			
a. Chest X-Ray	3	1	20
b. Other	0	0	0
E. Vision			
1. Optometrist Examination	0	0	0
2. Eye Glasses Dispensed	0	0	0
3. Ocular Prosthesis dispensed	0	0	0
F. MCHD/HIV Clinic	0	0	4

III. Average Daily Inmate Population

188/176	200/146	0
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EMERGENCY SERVICES & DISASTER AGENCY

(309) 888-5020 FAX: (309) 888-5534

104 W. Front St., Room B10 P.O. Box 2400 Bloomington, Illinois 61702-2400

TO: John Zeunik, Administrator
McLean County

FROM: Curt Hawk *Curt Hawk*

DATE: November 24, 2004

SUBJECT: HEMP Grant

Enclosed you will find the Federal Fiscal Year Grant Agreement for the Hazardous Materials Emergency Preparedness (HEMP) Planning Grant Program.

I will plan to present this to the Justice Committee on December 6, 2004 for their approval and recommendation.

Upon Board approval, please have the last page signed by Mr. Sweeney.

Please feel free to call me if you have any questions.

Illinois Emergency Management Agency (IEMA)
Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program
FFY'05 Grant Agreement – October 1, 2004 through September 30, 2005

This Hazardous Materials Emergency Preparedness (HMEP) Planning Grant Program **Grant Agreement** is made and entered by and between the Illinois Emergency Management Agency (IEMA), 1035 Outer Park Drive, Springfield, Illinois 62704, hereinafter called the **Grantor**, and **McLean County**, hereinafter called the **Subgrantee**.

1. HMEP Planning Grant Program Objective:

To develop, implement, and improve hazardous chemical emergency plans under the federal and state Emergency Planning and Community Right-to-Know Acts (EPCRA) 42 USC 11001 *et seq.*, 430 ILCS 100/1 *et seq.* HMEP Planning grants, administered by the Illinois Emergency Management Agency, are subgranted to local governments to assist them in supporting Local Emergency Planning Committees (LEPCs) for the following activities:

1. Enhancing hazardous chemical emergency plans;
2. Determining flow patterns of hazardous materials;
3. Conducting emergency response drills and exercises of the hazardous chemical emergency plans;
4. Assessing local response capabilities;
5. Hazard analysis; and,
6. Community awareness and public education

IEMA's "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants" document provides additional eligible expenses criteria for the HMEP Planning Grant Program.

2. Obligation Amount:

The **Grantor** will estimate payment to the **Subgrantee** for the above referenced eligible expenses following approval of the HMEP Grants allocation to the State of Illinois by the United States Department of Transportation (USDOT). The total grant reimbursements payable under this Agreement during the period of this grant agreement, October 1, 2004 through September 30, 2005, shall not exceed the sum of \$ **6,450.00**.

3. Required Documentation:

The *Subgrantee* shall submit reimbursement requests according to the program guidance document, "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants". Requests shall include detailed information as to the services received and any expenses billed shall be itemized in accordance with applicable Federal and State regulations.

Subgrantees not meeting program requirements as outlined in Section 5 of this **HMEP Planning Grant Agreement** will be considered ineligible for HMEP funds until requirements are met.

4. Term:

The term of this **HMEP Planning Grant Agreement** shall be for the period between October 1, 2004 and September 30, 2005.

5. Certification:

The *Subgrantee* certifies that it will comply with all HMEP Planning Grant Program requirements in accordance with the Illinois Emergency Management Agency Act, and applicable Federal and State regulations, including the Emergency Planning and Community Right-to-Know Acts (EPCRA) 42 USC 11001 et seq., 430 ILCS 100/1 et seq.

The *Subgrantee* certifies that it will cause to be submitted to the IEMA Regional Office the appropriate forms for the reimbursement of eligible expenses and appropriate documentation detailing expenditures (if IEMA deems necessary) per program guidance as described in the "Guidance for Grant Assistance to LEPCs Hazardous Materials Emergency Preparedness Grants" document, and as directed by the *Grantor* upon final approval and acceptance of an HMEP Planning Grant award.

6. Restriction on Lobbying/Political Activity:

The *Subgrantee* certifies that it will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or part with Federal funds.

7. Debarment:

The *Subgrantee* certifies that it will not enter into a contract with a contractor who is on any Federal or State debarred contractors list.

8. Non-expendable Personal Property:

The *Subgrantee* agrees to maintain property records in accordance with applicable State and Federal requirements and OMB Circulars A-128 and A-133.

9. Conflict of Interest:

The *Subgrantee* assures that no official or employee of the *Subgrantee* who is authorized in the *Subgrantee's* official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

10. State of Illinois Laws and Regulations / Applicable Federal Laws and Regulations:

This Grant Agreement shall be governed by the laws and regulations of the Grantor promulgated under the authority of the State of Illinois in a manner consistent with applicable Federal laws and regulations including, but not limited to:

- all Federal statutes relating to nondiscrimination
- provisions of the Davis-Bacon Act (40 U.S.C. Sections 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333) regarding labor standards for federally assisted construction subagreements.

Moreover, the *Subgrantee* assures that it will comply with all applicable State of Illinois laws, executive orders, regulations and policies governing this program, in a manner consistent with applicable Federal laws and regulations.

11. Audit:

The *Subgrantee* certifies that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, applicable Federal regulations and OMB Circulars A-128 and A-133. The Catalog of Federal Domestic Assistance (CFDA) number for the HMEP Planning Grant program is 20.703 - Interagency Hazardous Materials Public Sector Training and Planning Grants.

The *Subgrantee* shall be responsible for timely action in resolving any audit findings and/or questioned costs. In the event that questioned costs are ultimately deemed disallowed, as determined by IEMA, the *Subgrantee* shall be responsible for repayment of such costs.

12. Termination:

This **HMEP Planning Grant Agreement** may be terminated or modified by the *Grantor* upon failure of the *Subgrantee* to comply with the terms of this Agreement and/or failure of the *Subgrantee* to meet eligibility and program participation requirements. A termination or modification of this Agreement due to a breach of the *Subgrantee* may affect the future award of HMEP Planning funds. All advanced funds remaining at the end of this Agreement term shall be returned to *Grantor* within 45 days.

13. Funds Allocation:

The HMEP Planning Program fund allocation to the *Subgrantee* is subject to modification during the term of this Agreement. The obligations of the *Grantor* will cease immediately without penalty or further compensation being required if at any time during this Agreement the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

14. Record Retention:

The *Subgrantee* shall maintain, for a minimum of 3 years after the completion of this Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement and all books, records, and supporting documents related to this Agreement shall be available for review and audit by the Auditor General; and the *Subgrantee* agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

15. **Drug Free Certification**

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et.seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no *Subgrantee* shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that *Subgrantee* has certified to the State that the *Subgrantee* will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

The *Subgrantee* certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Subgrantee's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the *Subgrantee's* policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs;and
 - (4) the penalties that may be imposed upon an employee for drug violations
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the *Grantor* within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

16. Federal Employer Identification Number (FEIN) for Subgrantee:

The Federal Employer Identification Number (FEIN) for the Subgrantee is _____, and the Subgrantee is doing business as a governmental entity.
(FEIN)

IN WITNESS WHEREOF, the parties hereto have caused this HMEP Planning Grant Agreement to be executed by their duly authorized representatives.

SUBGRANTEE: McLean County

BY: _____
Signature

DATE: _____

PRINTED NAME AND TITLE: _____

OFFICE ADDRESS FOR SUBGRANTEE: _____

CITY, STATE, ZIP: _____

GRANTOR: ILLINOIS EMERGENCY MANAGEMENT AGENCY

BY: _____
William C. Burke, Director

DATE: _____

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IL-588-0228 09/04

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2004
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, ESDA Department 0047**

WHEREAS, the McLean County Board, on November 18, 2003, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, ESDA Department 0047; and,

WHEREAS, the ESDA Department received a donation from a private source in the amount of \$1,000.00, to be spent for the betterment of ESDA without restriction; and,

WHEREAS, the Justice Committee, on Monday, December 6, 2004, recommended approval of an Emergency Appropriation Ordinance to recognize the expenditure of the donated funds for purchase of safety vests, identification badges and a public address speaker unit; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
ESDA Unclassified Revenue 0001-0047-0052-0410.0035	\$ 0.00	\$ 1,000.00	\$ 1,000.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, ESDA Department 0047 the following appropriation:

ESDA Operational Supplies 0001-0047-0052-0621.0001	\$ 900.00	\$ 1,000.00	\$ 1,900.00
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3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the ESDA Department.

ADOPTED by the County Board of McLean County this 21st day of December, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

PERMISSION TO REPRODUCE CERTAIN IMAGES FROM McLEAN COUNTY EJS PROGRAM

Permission is hereby granted by the McLean County Board (hereinafter "County") to McLean County Crime Stoppers, Inc., a not-for-profit corporation (hereinafter "Crime Stoppers"), to reproduce photo images of McLean County Jail mug shots resident in the McLean County EJS computer program (hereinafter "EJS mug shots") for the sole purpose of displaying such photo images only on Crime Stopper's internet website at: <http://www.mccrimestoppers.com>

This permission is subject to the following conditions:

1. Crime Stoppers shall be solely responsible for the copying and/or display of EJS mug shots on their website.
2. Crime Stoppers may obtain EJS mug shots as follows: Crime Stoppers shall email requests for EJS mug shot(s) to the County's Information Services Department. The requests shall include the social security number and date of birth for each person identified in the EJS mug shot(s). After receiving the email requests, the County's Information Services Department shall email copies of the EJS mug shot(s) to Crime Stoppers. The County does not guarantee the timeliness of its response to said requests. The County shall also have the right to refuse access to the EJS mug shot (s) requested, but such requests shall not be unreasonably refused.
3. Crime Stoppers may use the EJS mug shots on their website solely for the purpose of advising the general public of individuals who are fugitives from the law and only if documented by Court Order.
4. Crime Stoppers shall indemnify and hold the County of McLean, its Board, its elected and appointed officials, agents, and its employees harmless from any and all claims of from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this grant of permission, whether or not arising out of the partial or sole negligence of the County of McLean, its elected or appointed officials, agents, or employees, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

5. Crime Stoppers shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to the County of McLean with limits of no less than \$500,000 per occurrence or accident and \$1,000,000 aggregate.
6. This grant of permission may be revoked by the County upon seven (7) days written notice to the President of Crime Stoppers.

Adopted by the County Board of McLean County, Illinois, this _____ day of _____, 2004.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

On behalf of Crime Stoppers, Inc., I hereby agree to the conditions set forth above.

APPROVED:

Margie Meegan-Jordan, President

Street Address

City/State/Zip

Date



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702 P.O. Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval of
Work Order 15**

November 30, 2004

To the Honorable Members of the McLean County Justice Committee and the McLean County Board:

Please find attached an agreement for Work Order #15 of our Integrated Justice project. Monies have been budgeted for this Work Order within the Fiscal Year 2005 budget.

Work Order 14 is the second work order providing for the implementation of a new Civil Case Management System in the Circuit Clerk's office and introduces management for Juvenile Court Services. Specifically this Work Order will provide professional services to implement Bond Management, Civil Case Relationships and Statuses, and Juvenile Case Management; develop and implement Civil Case Management and Civil Cash Management; and initiate identification of Child Support, Exhibit Management, Appeals Processing, and Additional Requirements

On behalf of the IJIS Board and IJIS Workgroup, I respectfully request the approval of Work Order #14 and welcome any questions you may have.

Craig Nelson
Director
McLean County Information Services

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #15

This is a Work Order which defines certain Services to be performed by Northrop Grumman Space and Mission Systems Corporation, hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and Northrop Grumman.

Consulting Services Topic:

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

Objectives of Consulting Services:

To provide professional services to: 1) perform the implementation of Phase I elements (Bond Management, Civil Case Relationships and Statuses, and Juvenile Case Management); 2) perform the elements of Phase II (Civil Case Management and Civil Cash Management development and implementation); and 3) initiate Phase III elements (Child Support, Exhibit Management, Appeals Processing, and Additional Requirements) as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

Location of Consulting Services:

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the E*Justice System.

Activities to be performed:

NORTHROP GRUMMAN will perform the following services:

- Perform Implementation support, of not more than five (5) days in duration, for the implementation of Phase I software enhancements to the E*Justice System, approved by the County, as specified in the Functional Requirements Documents for Bond Management Changes, Civil Case Relationships and Statuses, and Juvenile Case Management.
- Perform the Phase II elements and deliver the Deliverable Materials set forth below, all as set forth in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.
- Perform Phase II software enhancements to the E*Justice System, approved by the County, as specified in the Functional Requirements Documents for Civil Case

- Management and Civil Cash Management.
- Perform two (2) training classes, of not more than five (5) days in duration each, for software enhancements to the E*Justice System, approved by the County, as specified in the Functional Requirements Documents for Civil Case Management and Civil Cash Management. Training classes will be delivered as Train-the-Trainer classes with class size limited to 10 attendees or as approved by Northrop Grumman.
- Initiate Phase III as defined in Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003. No Deliverable Materials are associated with this task as part of this work order.

Deliverable Materials:

The following Deliverable Materials shall be delivered to the County under this Work Order: Any delivers referencing documentation will be delivered to the County in a format of Northrop Grumman choosing.

- User Manual update for Phase II software enhancements to the E*Justice System, approved by the County, as specified in the Functional Requirements Documents for Civil Case Management and Civil Cash Management
- System Administration Manual update for Phase II software enhancements to the E*Justice System, approved by the County, as specified in the Functional Requirements Documents for Civil Case Management and Civil Cash Management
- Training materials for use in Phase II Train-the-Trainer classes for software enhancements to the E*Justice System as specified in the Functional Requirements Documents for Civil Case Management and Civil Cash Management. Such materials shall be delivered to the County in electronic format and include on-line "help" documentation, training syllabuses and other related materials, as determined by Northrop Grumman.

Work Order Price:

In accordance with Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this Work Order is \$700,000 (Seven Hundred Thousand Dollars).

Price/Invoice and Payment:

NORTHROP GRUMMAN will invoice the COUNTY for \$700,000 (Seven Hundred Thousand Dollars) during the term of this work order on a monthly basis, on or about the first of each month or as agreed, in the amounts set forth in Attachment 2 (Pricing and Milestone Payments) of Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: FIRST UNION BANK
NORTHROP GRUMMAN
ACCOUNT # 01310801
P.O. BOX 8500-S-6365
PHILADELPHIA, PA 19178-0001

Completion Date:

After execution of this agreement, the Services in this Work Order shall begin on or before January 1, 2005 and shall be completed by December 31, 2005.

Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

This Agreement shall become effective on the date the second of the two Parties to sign executes this Agreement below.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN SPACE &
MISSION SYSTEMS CORP.
12011 Sunset Hills Road
Attn: VAR1/6C38
Reston, VA 20190

McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701

Signature / Date

Signature / Date

Printed or Typed Name

Printed or Typed Name

Title

Title

**RESOLUTION OF THE McLEAN COUNTY BOARD
RECOMMENDING THAT THE ANTICIPATED ADDITIONAL REVENUES
TO BE RECEIVED FROM THE APPROVED HOST FEE AGREEMENT
BE DESIGNATED TO FUND A PRE-TRIAL RELEASE
AND/OR AN ELECTRONIC MONITORING PROGRAM**

WHEREAS, the *Rules of the County Board* provide that the Executive Committee recommend each year to the County Board a Budget Policy for the preparation of the annual budget; and,

WHEREAS, the Executive Committee has determined that the annual budget be considered as a policy document, an operations guide, the County financial plan, and an avenue of communications; and,

WHEREAS, the Justice Committee has carefully reviewed and studied various alternatives to incarceration in the McLean County Adult Detention Center, including a Pre-Trial Release Program and an Electronic Monitoring Program; and,

WHEREAS, the Justice Committee has been assured by the Chief Judge of the Eleventh Judicial Circuit Court that, if a Pre-Trial Release Program and/or an Electronic Monitoring Program for pre-sentenced or sentenced detainees is implemented in McLean County, the Circuit Court will use these alternatives to incarceration; and,

WHEREAS, the Justice Committee, at its regular meeting on December 6, 2004, recommended that the anticipated additional revenues to be received from the approved Host Fee Agreement, net of the annual required expenditures for the Solid Waste Management Program, be designated to fund a Pre-Trial Release Program and/or an Electronic Monitoring Program; and,

WHEREAS, the Justice Committee recognizes that the anticipated additional revenues to be received from the approved Host Fee Agreement, net of the annual required expenditures for the Solid Waste Management Program, will not be received by the County unless and until the pending application for expansion of the existing landfill is reviewed and approved by the County Board and the Illinois Environmental Protection Agency; and,

WHEREAS, the Justice Committee, at its regular meeting on December 6, 2004, recommended to the Executive Committee that the Board enact and incorporate in the Board's Budget Policy for fiscal year 2005 and fiscal year 2006, that the anticipated additional revenues to be received from the approved Host Fee Agreement, net of the annual required expenditures for the Solid Waste Management Program, be designated to fund a Pre-Trial Release Program and/or an Electronic Monitoring Program; now, therefore,

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

- (1) That the County Board does hereby enact and incorporate in the Board's Budget Policy for fiscal year 2005 and fiscal year 2006, that the anticipated additional revenues to be received from the approved Host Fee Agreement, net of the annual required expenditures for the Solid Waste Management Program, be designated to fund a Pre-Trial Release Program and/or an Electronic Monitoring Program
- (2) That the County Clerk shall forward a certified copy of this Resolution to the Chief Judge of the Eleventh Circuit Court, the State's Attorney, the Public Defender, the Director of Court Services, the McLean County Sheriff, the County Treasurer and the County Administrator.

(2)

ADOPTED by the McLean County Board this 21st day of December, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board