



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Monday, December 4, 2006

5:00 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – November 6, 2006
Tuesday, October 17, 2006 (Stand-up)
Tuesday, October 17, 2006 (Budget Meeting)
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Roxanne Castleman, Director, Court Services
 - 1) Items to be Presented for Action:
 - a) Request Approval of Contract with OSF Healthcare Systems for Physician Services with McLean County Juvenile Detention Center 1-6
 - b) Request Approval of a Contract for Counseling Services with Ms. Cathy Vogel for the McLean County Juvenile Detention Facility 7-12
 - c) Request Approval of a Contract for Lease of Space in the McLean County Juvenile Detention Center between McLean County and Ford County 13-18
 - d) Request Approval of a Juvenile Accountability Incentive Block Grant, Agreement #503603 19-44
 - e) Request Approval to Apply for a Mental Health Court Planning Grant through the US Department of Justice 45-46

2)	<u>Items to be Presented for Information:</u>	
a)	Court Services Adult/Juvenile Division Statistics, October, 2006	47-48
b)	Juvenile Detention Center – McLean County Statistics, 2006	49-50
c)	Juvenile Detention Center – Out of County Statistics, 2006	51-53
d)	General Report	
e)	Other	
B.	Bill Yoder, McLean County State's Attorney	
1)	<u>Items to be Presented for Information:</u>	
a)	Monthly Caseload Report	54
b)	Asset Forfeiture Fund Report	55
c)	General Report	
d)	Other	
C.	Billie Larkin, Director, Children's Advocacy Center	
1)	<u>Items to be Presented for Information:</u>	
a)	Monthly Statistical Report	56
b)	CASA Report	57
c)	General Report	
d)	Other	
D.	Sandy Parker, McLean County Circuit Clerk	
1)	<u>Items to be Presented for Information:</u>	
a)	Statistical Reports, October, 2006	58-66
b)	General Report	
c)	Other	
E.	Joan Naour, Director, Correctional Health Services	
1)	<u>Items to be Presented for Action:</u>	
a)	Request Approval for Renewal of a Contract with OSF Healthcare Systems and Kenneth Inoue, M.D. for the Provision of Medical Services for the McLean County Adult Detention Facility	67-72
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	73-78
c)	Request Approval of Renewal of a Contract with Dennis Krug, DDS, for the Provision of Dental Clinician Services at the McLean County Adult Detention Facility	79-83

- d) Request Approval for Renewal of a Contract with Merle Pharmacy No. 1, Inc. and McLean County for the provision of Pharmaceutical Services at the McLean County Adult Detention Facility 85-90
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

- F. Mike Emery, McLean County Sheriff
 - 1) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report, November 2006 91-92
 - b) General Report
 - c) Other

- G. Beth C. Kimmerling, McLean County Coroner
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Coroner's Office 0031 93-93a
 - 2) Items to be Presented for Information:
 - a) Monthly Report, October 2006 94
 - b) General Report
 - c) Other

- H. Amy Davis, Public Defender
 - 1) Items to be Presented for Action:
 - a) Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender's Office 95-99
 - 1) Items to be Presented for Information:
 - a) Monthly Caseload Report, October 100-102
 - b) General Report
 - c) Other

- I. Curt Hawk, Director, EMA
 - 1) Items to be Presented for Action:
 - a) Request approval of the 2007 McLean County Emergency Operations Plan (Material to be provided at meeting)
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

J. Tony Cannon, Director, Metro McLean County Centralized Communications Center

1) Items to be Presented for Action:

a) Request Approval of Intergovernmental Agreement Creating the MetCom Centralized Communications Center 103-110

b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance Metro McLean County Centralized Communications Center Fund 0452, MetCom Department 0030 111-113

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



COURT SERVICES

Roxanne K. Castleman, Director

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

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

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman

Date: November 18, 2006

Re: Contract for Physician

I have attached for your review a proposed 2007 physician contract between OSF Healthcare Systems and McLean County Juvenile Detention Center.

This contract is a three (3) year contract, with 2007 being the first year of the contract. The 2007 contract indicates a 4% increase. This increase is consistent with the contract at the adult detention center. Both facilities utilize the same physician.

OSF Healthcare Systems provided excellent services the past year in the form of medical services, and I believe this will hold true in 2007.

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

Attachment

CONTRACT
McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 19th day of December, 2006 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCJDC PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to juveniles detained at the McLean County Juvenile Detention Facility; and,

WHEREAS, HOSPITAL employs MCJDC PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCJDC PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the Juvenile Detention Center for the purpose of providing medical aid to juvenile detainees and consult with the nurse at the Juvenile Detention Center and with the Superintendent at the Juvenile Detention Center, 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.
2. Prepare medical protocols and standing orders for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to juvenile detainees.
4. Establish written guidelines and directions for transportation of juvenile detainees under Court Services' supervision for emergency care.
5. Assure that the content and scope of written juvenile detainee medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to juveniles detained at the Juvenile Detention Center.

7. In conjunction with the Superintendent of the Juvenile Detention Center, the nurse assigned to the Juvenile Detention Center, and the State's Attorney's Office, determine the applicability of County Juvenile Detention Standards (Medical), State of Illinois, to the provision of medical care in the Juvenile Detention Center and assure such medical care is provided in accordance with such applicable Standards.
8. Arrange for medical coverage during absences.
9. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
10. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
11. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCJDC PHYSICIAN and any employee of OSFHS directed by the MCJDC PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCJDC PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Juvenile Detention Center with recommendations and input from MCJDC PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise the nurse assigned to the Juvenile Detention Center.
9. Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN at an annual rate of \$12,516.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2007 and terminate on December 31, 2009 unless terminated by either party in accordance with 8 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCJDC PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL 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 COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCJDC PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCJDC PHYSICIAN, and final medical judgment pertaining to the juvenile detainees housed at the Juvenile Detention Center will be the responsibility of the MCJDC PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCJDC PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the

HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCJDC Physician.

This provision does not apply to arranging for medical coverage during absences.

7. 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.
8. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Director of Court Services upon thirty days written notice.
 - c) Inability or incapacity of the MCJDC PHYSICIAN to carry out the terms of the Agreement.
9. In the event McLEAN COUNTY's equipment is used by the MCJDC PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCJDC PHYSICIAN during the period of such use by the MCJDC PHYSICIAN or subcontractor.
10. The HOSPITAL 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.
11. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
12. 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.
13. 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.
14. It is understood that the terms of this Agreement include all The agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 19th day of December, 2006.

HOSPITAL

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

By: _____

ATTEST:

By: _____
Secretary

COUNTY:

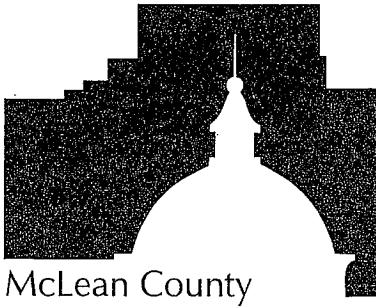
COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Michael F. Sweeney, Chairman
McLean County Board

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

Contract-OSF Physician 2006.doc (ejw)



COURT SERVICES

Roxanne K. Castleman, Director

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Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

Memo

To: Honorable Members of the Justice Committee
From: Roxanne K. Castleman *RKC*
Date: November 18, 2006
Re: Mental Health Contract at the Juvenile Detention Center

I have attached for your review a proposed 2007 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 2007. The total services provided will not exceed \$26,09. *\$26,709.00.*

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 2007

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

Attachment

CONTRACT FOR COUNSELING SERVICES

WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 19th day of December, 2006, 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, 2007, through December 31, 2007, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
 1. 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 \$26,709 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 \$ 84.68 hr.
 - b. Scheduled In-house individual counseling \$ 47.03 hr.
 - c. Scheduled group counseling \$ 72.12 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

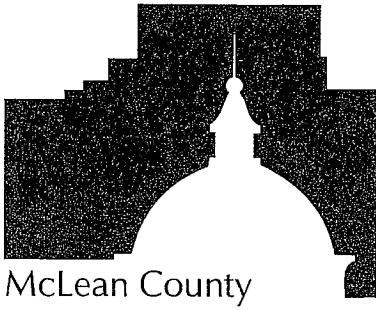
CATHY VOGEL

MCLEAN COUNTY BOARD

By _____
MICHAEL F. SWEENEY, CHAIRMAN

ATTEST:

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



COURT SERVICES


Roxanne K. Castleman, Director

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

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103
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Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: November 22, 2006

RE: Juvenile Detention Bed Space Master Contract – Ford County

I have attached a master contract for lease of space in the McLean County Detention Center, for Ford County. This contract guarantees each county bed space at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. The master contract replaces the contract for lease of space that has previously been entered into with each county. This contract is identical to the ones approved for Livingston, Logan and Woodford Counties.

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

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

**MASTER 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 Ford 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 Ford County Board have by appropriate action, authorized this Agreement;

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

II. PARTIES

McLean County is the receiving County. Ford County is the transmitting County.

III. TERMS

The transmitting County agrees to pay \$80 per detention day for detention days purchased under this agreement. If the transmitting County has no detention days left purchased under this agreement it shall pay the then going rate for detention days at the McLean County Juvenile Detention Facility.

Under this master agreement the transmitting County may purchase, by purchase order, any number of detention days it deems appropriate. 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. The Transmitting County may make multiple purchases of blocks of detention days under this agreement subject to available space.

The McLean County Board hereby delegates to the Superintendent of the McLean County Juvenile Detention Center the authority to approve purchases of detention days by the Transmitting County. The Superintendent of the Juvenile Detention Center shall consider the current population of the Detention Center, the number of detention days held and used by the transmitting County, the total number of detention days contracted for by all counties for space in the Juvenile Detention Center, the need for certainty in population management, current staffing levels and appropriate population numbers for the safety of juveniles detained in the Juvenile Detention Center

The transmitting County agrees to make payment promptly upon being billed.

The receiving County shall not be obligated to accept a detainee if doing so would result in overcrowding of the Juvenile Detention Center or would impair the safety of the staff or residents of the McLean County Juvenile Detention Center.

IV. BILLING

The receiving County will bill for services rendered under this Agreement on a monthly 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.

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

Casey ???
Director/Chief Probation Officer
Ford ??? Courthouse
???m 16
Paxton, IL ???56

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 Master Agreement shall be in effect when signed by the respective County Board Chairmen and shall be terminated as provided above.

APPROVED:

APPROVED:

Ford County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

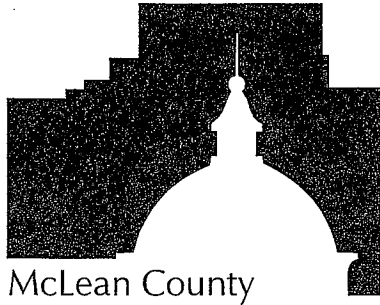
ATTEST:

Ford County Clerk

McLean County Clerk

Date

Date



COURT SERVICES

Roxanne K. Castleman, Director

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

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

Memo

To: Honorable Members of the Justice Committee
From: Roxanne K. Castleman
CC: Chief Judge Elizabeth A. Robb
Date: 11/27/2006
Re: Juvenile Accountability Incentive Block Grant

In October the McLean County board granted the court services department permission to apply for a Juvenile Accountability Incentive Block Grant (JABIG) which would allow McLean County to purchase ten (10) computers to be used in the extended day program. The department applied for this training grant and the grant application was successful.

I am now requesting approval to accept the grant. There is a 10% cash match which each department will pay from their 2006 probation fee budget. These are one time grant funds. The total funds for this grant are:

\$13,050 grant funds

\$1,450 match

Total \$14,500.

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

Thank you for your consideration in this matter.

PROGRAM TITLE:	Juvenile Reporting Center Program Equipment Request	
AGREEMENT NUMBER:	503603	
PREVIOUS AGREEMENT NUMBER(S):	N/A	
ESTIMATED START DATE:	October 1, 2006	
SOURCES OF PROGRAM FUNDING:	Designated	Budgeted
<i>JAIBG FFY 03 Funds:</i>	\$ 32,515	\$13,050
<i>County of McLean:</i>	\$ 3,613	\$ 1,450
<i>Over-Matching Funds:</i>	\$	
Total:	\$ 36,128	\$14,500

IMPLEMENTING AGENCY:	McLean County on behalf of McLean County Juvenile Court Services
ADDRESS:	104 West Front Street Room 103 Bloomington, IL 61701
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6001569
AUTHORIZED OFFICIAL:	Michael F. Sweeney
TITLE:	County Board Chairman
TELEPHONE:	(309) 828-2717
FAX:	(309) 821-0404
E-MAIL:	MichaelSweenz@aol.com
PROGRAM FINANCIAL OFFICER:	Rebecca C. McNeil
TITLE:	McLean County Treasurer
TELEPHONE:	(309) 888-5180
FAX:	
E-MAIL:	Treasurer@mcleancountyil.gov

PROGRAM AGENCY:	McLean County Extended Day Program
ADDRESS:	200 W. Front Street Suite 500 D Bloomington, IL 61701
PROGRAM DIRECTOR:	Randy J. Macak
TITLE:	Deputy Director
TELEPHONE:	(309) 888-5432
FAX:	(309) 888-5339
E-MAIL:	randy.macak@mcleancountyil.gov

FISCAL CONTACT PERSON:	Randy J. Macak
AGENCY:	McLean County Extended Day Program
TITLE:	Deputy Director
TELEPHONE:	(309) 888-5432
FAX:	(309) 888-5339
E-MAIL:	randy.macak@mcleancountyil.gov
PROGRAM CONTACT PERSON:	Randy J. Macak
TITLE:	Deputy Director
TELEPHONE:	(309) 888-5432
FAX:	(309) 888-5339

INTERAGENCY AGREEMENT

Juvenile Accountability Incentive Block Grants Program

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of McLean County Juvenile Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Room 103, Bloomington, Illinois, 61701, for implementation of the Juvenile Accountability Incentive Block Grants (JAIBG) Program.

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

WHEREAS, the Authority has been designated as the state agency to administer JAIBG Program funds received from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) pursuant to Public Law 108-7, and enters into interagency agreements with units of state and local government for the use of these JAIBG Program funds; and

WHEREAS, the Chairman of the Authority and the Chairman of the Illinois Juvenile Justice Commission jointly appointed the Illinois Juvenile Crime Enforcement Coalition to oversee the administration of the JAIBG Program; and

WHEREAS, the state is required to distribute at least 75% of JAIBG Program funds to units of local government based on a formula combining local law enforcement juvenile justice expenditures and reported Part 1 violent crime; and

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition notified eligible recipients and received responses for the JAIBG Program funds available to units of local government based on the required formula;

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition made recommendations to the Authority regarding the allocation of JAIBG Program funds to units of state and local government in Illinois; and

WHEREAS, the Authority designated the Implementing Agency

to receive funds for the purpose of implementing a program in one or more of the following purpose areas:

1. Developing, implementing, and administering graduated sanctions for juvenile offenders;
2. Building, expanding, renovating, or operating temporary or permanent juvenile correction, detention, or community corrections facilities;
3. Hiring juvenile court judges, probation officers, and court-appointed defenders and special advocates, and funding pretrial services (including mental health screening and assessment) for juvenile offenders, to promote the effective and expeditious administration of the juvenile justice system;
4. Hiring additional prosecutors, so that more cases involving violent juvenile offenders can be prosecuted and backlogs reduced;
5. Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively and for technology, equipment, and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders;
6. Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime;
7. The establishment of juvenile gun courts for the prosecution and adjudication of juvenile firearms offenders;
8. The establishment of drug court programs for juvenile offenders that provide continuing judicial supervision over juvenile offenders with substance abuse problems and the integrated administration of other sanctions and services for such offenders;
9. Establishing and maintaining a system of juvenile records designed to promote public safety;
10. Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice systems, schools, and social services agencies to make more informed decisions regarding the early identification, control,

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts;

11. Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies;
12. Establishing and maintaining programs to conduct risk and need assessments of juvenile offenders that facilitate the effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment to such offenders;

13. Establishing and maintaining accountability-based programs that are designed to enhance school safety;
14. Establishing and maintaining restorative justice programs;
15. Establishing and maintaining programs to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism; and
16. Hiring detention and corrections personnel, and establishing and maintaining training programs for such personnel to improve facility practices and programming.

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

SECTION 1. DEFINITIONS / DESCRIPTIONS

“Coordinated Enforcement Plan for Reducing Juvenile Crime”, hereinafter referred to as the “CEP”, means a plan developed by a State or local Juvenile Crime Enforcement Coalition that is based on an analysis of juvenile justice systems needs. The analysis determines the most effective uses of funds, within the sixteen JAIBG program purpose areas, to achieve the greatest impact on reducing juvenile delinquency, improving the juvenile justice system, and increasing accountability for juvenile offenders.

“Restorative Justice Program” means a program that emphasizes the moral accountability of an offender toward the victim and the affected community and may include community reparations boards, restitution (in the form of monetary payment or service to the victim or, where no victim can be identified, service to the affected community), and mediation between victim and offender.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from October 1, 2006 through November 27, 2006.

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

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

SECTION 3. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$32,515 and is dependent on the expenditure of matching funds as described in this agreement, Exhibit B, and Implementing Agency’s CEP, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in the Implementing Agency's CEP and Exhibit A. Upon receipt of the fiscal and data reports described in this agreement, quarterly payments will be made to an Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. Due to the unique requirements of the program being funded, the first payment to the Implementing Agency may be in advance of performance in an amount, up to the full amount of this Agreement, determined by the Executive Director of the Authority. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

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

SECTION 5. MATCH

Federal funds from the JAIBG Program may be used to pay up to 90 percent of the costs described in Implementing Agency's CEP and Exhibit A. If the Implementing Agency will be using funds to construct a permanent juvenile corrections facility, the Implementing Agency must provide at least 50 percent of the total cost of the project. The Implementing Agency must provide the remaining nonfederal share in the form of cash match. Matching funds must be in addition to funds that would otherwise be made available for the program or project. Failure of the Implementing Agency to provide a cash match in the amount of at least \$3,613 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded.

The Implementing Agency shall maintain records clearly showing the source, the amount and the timing of all matching contributions.

SECTION 6. EXPENDITURES – FEDERAL FUNDS AND MATCH

Only costs allowable under State and federal guidelines may be paid for with federal and matching funds, in accordance with the Program Description and Budget attached to this agreement and in Implementing Agency's CEP. Matching funds need not be

applied at the exact time or in proportion to the obligation of federal funds, but must be provided and obligated before the end date of this agreement.

The Implementing Agency must receive prior written approval by the Executive Director of the Authority for any expenditures of federal and matching funds that deviate from the budget items described in Implementing Agency's CEP and Exhibit B.

SECTION 7. NON-SUPPLANTATION

JAIBG program funds (Federal and match) cannot be used to supplant/replace State or local funds. The JAIBG program funds must increase the amount that would otherwise be available for juvenile accountability purposes from State and local sources.

SECTION 8. PROGRAM PURPOSE AREA DISTRIBUTION OF FUNDS CERTIFICATION

The Implementing Agency assures that, other than funds set aside for administration, not less than 45 percent of funds granted under this agreement is allocated for program purposes areas 3, 4, 5, 7, 8 or 15, and not less than 35 percent is allocated for program purpose areas 2, 10, or 11. If the Implementing Agency does not comply with the required percentages, the Implementing Agency certifies that the interests of public safety and juvenile crime control are better served by expending its funds in a different proportion.

SECTION 9. COORDINATED ENFORCEMENT PLAN FOR REDUCING JUVENILE CRIME

The Implementing Agency certifies that it has established a CEP developed by a Juvenile Crime Enforcement Coalition. Unless otherwise approved by the Authority, the Juvenile Crime Enforcement Coalition must consist of individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) State or local probation services, (5) juvenile court, (6) schools, (7) business, and (8) religious affiliated, fraternal, nonprofit, or social service organizations involved in crime prevention. The Implementing Agency may add, or pursuant to OJJDP direction the Authority may require, additional representation.

SECTION 10. PROGRAM DESCRIPTION, BUDGET EXHIBITS AND AMENDMENTS

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the attached and incorporated Exhibit A, the Budget attached and incorporated as Exhibit B, and the program described in the Implementing Agency's CEP, which is incorporated into this Agreement.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

SECTION 11. OBLIGATIONAL LIMITATION

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

SECTION 12. PROGRAM INCOME

All income, including income resulting from interest, generated as a direct result of the program described in Implementing Agency's CEP and Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. The Implementing Agency may retain program income for any purpose that furthers the objectives of the JAIBG Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 13. REPORTING AND EVALUATION REQUIREMENTS

The Implementing Agency shall submit progress reports covering every quarter, with quarters beginning at the start of the calendar year, by the 15th day of each month following the quarter. The Implementing Agency shall also submit fiscal reports on those dates detailing financial expenditures for the previous period. The Implementing Agency shall also file final progress and financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 14. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's

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

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

SECTION 15. CLOSE-OUT REQUIREMENTS

Within 45 days after the expiration date of this agreement or any approved extension thereof, the following documents must be submitted by the Implementing Agency to the Authority: (a) final progress and financial status reports; (b) property inventory report; and (c) other documents required by the Authority.

SECTION 16. INSPECTION AND AUDIT

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

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

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

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

SECTION 17. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

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

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

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

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

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

SECTION 18. SUBCONTRACTING

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

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

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

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to

assure performance under this agreement.

SECTION 19. ASSIGNMENT

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

SECTION 20. INDEPENDENT CONTRACTOR

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

SECTION 21. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes of the program described in Implementing Agency's CEP and Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired with agreement funds as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and

immediately reported to the Authority.

If, for an item of equipment described in Implementing Agency's CEP and Exhibit A to be funded with either federal or matching funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

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

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

SECTION 22. CONFLICTS OF INTEREST

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

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 23. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- The Fiscal Year 2003 Appropriations Act (Public Law 108-7), Juvenile Accountability Incentive Block Grants Program Guidance Manual, Version 3.0 (September

- 2000) and any future JABG Program Guidance Manuals, and Juvenile Accountability Incentive Block Grants Regulations (28 CFR Part 31).
- Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Executive Order 12372, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; and Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 24. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

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

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

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

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

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

SECTION 25. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and OJJDP in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA. This may include assisting the Authority and OJJDP in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OJJDP in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more

in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

SECTION 27. CIVIL RIGHTS COMPLIANCE CERTIFICATION

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;

- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

The Implementing Agency shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

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

SECTION 28. CONFIDENTIALITY OF INFORMATION

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

If a project has a research or statistical project component under which information identifiable to a private person will be collected, then the Implementing Agency must submit a Privacy Certificate. The Certificate shall briefly describe the project and contain certain privacy assurances as enumerated in the Confidentiality of Identifiable Research and Statistical Information Regulations. (28 C.F.R. Part 22).

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Implementing Agency's CEP and Exhibit A and that program personnel will comply with all standards set forth in this agreement.

As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

SECTION 29. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace. The Implementing Agency shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Further, the Implementing Agency shall certify that it nor its principals have been convicted of, indicted for, or criminal or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, and have not had a public transaction terminated for cause or default.

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

SECTION 30. LOBBYING CERTIFICATION

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. The Implementing Agency understands

and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

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

SECTION 31. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 32. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

by section 580/5 of the Drug Free Workplace Act.

- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 33. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 34. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 35. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the juvenile and adult reporting provisions contained in the Criminal Identification Act (20 ILCS 2630) and the Juvenile Court Act (705 ILCS 405), when applicable. The Implementing Agency agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 36. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

If the program described in Implementing Agency's CEP or Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part

23.40(b).

SECTION 37. COPYRIGHTS, PATENTS

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

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

SECTION 38. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 39. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing. Any such publication shall contain the following statement:

"This program was supported by Grant # 2003-JB-BX-0055, awarded by the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

Publications subject to these requirements include any written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements,

training fliers, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

SECTION 40. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: McLean County on behalf of McLean County Juvenile Court Services

Taxpayer Identification Number: 37-6001569

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status:

- Individual
- Sole Proprietor
- Partnership/Legal Corporation
- Tax-exempt
- Corporation providing or billing medical and/or health care services
- Corporation NOT providing or billing medical and/or health care services
- Governmental
- Nonresident Alien
- Estate or trust
- Pharmacy (Non-Corp.)
- Pharmacy/Funeral Home/Cemetery (Corp.)
- Other: _____

SECTION 41. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Office of Juvenile Justice and Delinquency Prevention

- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.523 Juvenile Accountability Incentive Block Grants (JAIBG)
- Grant Award Name and Number: Juvenile Accountability Incentive Block Grants Program (2003-JB-BX-0055)
- Grant Award Year: Federal Fiscal Year 2003

- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

SECTION 42. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

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

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 43. INTEGRATION

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

SECTION 45.5 SPECIAL CONDITION FOR CONTRACTORS

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

SECTION 44. SEVERABILITY

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

If the contractor payment rate is \$450 or less for an 8 hour day, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

SECTION 45. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority

SECTION 46. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority
Date

Michael F. Sweeney
County Board Chair
McLean County
Date

Rebecca C. McNeil
Treasurer
McLean County
Date



Randy J. Macak
Deputy Director
McLean County Juvenile Court Services
11-20-06
Date

**EXHIBIT A:
PROGRAM NARRATIVE**

JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

I. Description of Organization

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking JAIBG funds.

1. Please provide a *brief* description of the program agency.

McLean County Juvenile Probation serves minors under the age of 17 years at the time of the offense. McLean County Juvenile Probation provides an array of services including Diversion, Court Supervision, Probation, Early Intervention Probation, Intensive Probation, Community Service Employment, and Extended Day Program Services. McLean County Juvenile Probation is dedicated to establishing evidence-based practices in the supervision and rehabilitation of juvenile offenders.

II. Summary of Program

This section will help us understand the program for which you are seeking JABG (federal and match) funds. **Do not** include a description of activities that will not be funded through JABG.

1. List the Goal(s) and Objective(s) of this program.

Goal(s):

To purchase necessary equipment for juvenile reporting centers needed to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing juvenile recidivism.

Objective(s):

Equipment purchased.

2. Please provide the JABG purpose area(s) this program will address.

JABG Purpose Area: # 12

JABG Purpose Area: #_

JABG Purpose Area: #_

3. Please provide a narrative description of the Juvenile Reporting Center Program's equipment needs. This explanation should not exceed one page and should include (a) how the equipment purchase will further the JABIG purpose areas selected above. This section should also include a Statement of Need and Impact – The narrative must respond to the following questions:

What equipment is needed?

Why is the requested equipment needed to support the operation of the program, and what will the equipment be used for?

Discuss how this will improve the program's effectiveness.

If replacement equipment is being sought, state the number of years or time span the equipment to be replaced has been in use, and the general condition of the equipment (for vehicle requests, the mileage of the vehicle being replaced must be included).

If multiple items of equipment will be requested, provide a numbered, prioritized list with item #1 being the item most needed. (To equitably fund as many requests as feasible, requests for multiple items of equipment may be partially funded.

Prioritization of the request will insure that items most needed are considered.)

The McLean County Extended Day Program (EDP) is in need of updated computers for the entire Juvenile staff, with at least one computer having DVD burning capability. Current computers are seven or more years old and by computer standards are considered antiquated. The computers run slowly, especially with the introduction of new, modern programs such as Integrated Justice Systems, LEADS, and the Youth Assessment Screening Instrument (YASI). Many computer monitors are blurry and difficult to read.

New computers will facilitate more effective communication between the Extended Day Program staff and the rest of the Juvenile Division. The Extended Day Program is attempting to implement electronic forms of communication for progress reports, calendar of events, program referrals, etc. Furthermore, the Extended Day Program would intend to use these computers to produce DVD copies of evidenced-based practices such as Cognitive Behavior groups for training purposes for youth and Juvenile Probation officers.

Electronically generated and disseminated progress reports allow Juvenile Probation Officers more timely and expedient acquisition of information that can expedite the delivery of sanctions or rewards. An electronically generated calendar of events allows for easier access for Juvenile Probation Officers and members of the Extended Day Program team and more timely awareness of changes in the calendar. Electronic referrals to the program accelerates the admission process through quicker dissemination, reducing loss or misplacement of referrals and the duplication of effort associated with a paper referral process. The Extended Day Program team is implementing more evidenced-based practices into the administration of the program.

Videotaping role-playing exercises and converting to DVD will be an effective way to introduce material and would be beneficial in training offenders and staff.

4. Discuss progress made toward securing other funds to continue the program upon expiration of federal funding.

This is a proposal to purchase necessary equipment for the enhancement of the Juvenile Reporting Center Program. This is a one-time funding request.

III. Statement of Problem

This section should document the problem(s) faced by juveniles in your area that explains why this equipment is needed. Describe the juvenile crime and delinquency problem in your area and how it has changed in recent years. If the problem is system-oriented (e.g. insufficient number of detention beds), provide sufficient information to describe how the problem developed. Include as much quantitative data as possible; anecdotal information should be provided only if it supports quantitative data. Be sure to include a description of current efforts to address the problem(s), along with an explanation of why these efforts are not sufficiently reducing or eliminating the problem. When applicable, provide information that demonstrates an understanding of previous effective and/or ineffective efforts to address similar problems. Please limit your problem statement to two pages.

McLean County Court Services recognizes that many traditional approaches to dealing with juvenile delinquents have not proven to be as effective as desired. Juvenile probation often employed "talking cures" which research has shown is not effective in addressing juvenile delinquency and recidivism. Talking to minors often fails to explore the manner in which the minor learns, the minors' level of motivation to change, and accessibility to resources in order to be successful. Furthermore, little is done to change the way the minor thinks and makes decisions. Programs that have empirical evidence that show promise are programs such as the Extended Day Program.

McLean County is concerned with the number of juvenile offenders who are recidivating by either technical or criminal violations of probation. In 2005, sixty-eight petitions to revoke probation were filed, while the average number of minors on probation averaged 180. Additionally, twenty-six of juvenile recidivists were detained in the McLean County Juvenile Detention Center on requests for apprehension for probation violations. Of all the detention admissions in 2005, 14% were for violations of probation. This reduces the number of beds available at the detention center. The McLean County Extended Day Program hopes to reduce the number of probation violations (both technical and criminal) and detention admissions by requiring minors who score moderate or high on the YASI to attend the Extended Day Program immediately after sentencing. Also, minors who have violated probation may be sanctioned to the Extended Day Program in lieu of secure detention. The goal is to use Extended Day Program services as a "springboard" to

success on probation.

In order to reduce recidivism in minors, it is imperative that evidence-based practices are employed. In addition to traditional Extended Day Program services (tutoring, life skills, community service), the Extended Day Program is implementing Cognitive probation groups and a system of rewards to acknowledge appropriate, pro-social behaviors. Minors can earn a "Caught Being Good" coupon which is redeemable for individual or group incentives.

Computers alone will not address the recidivism rate in McLean County; however they are instruments that can assist in that effort. Computers are needed to complete a YASI which determines not only a minors risk level but also static and protective factors. With this information, EDP team members can plan programming that is directed towards the criminogenic factors affecting the minors. Role-playing exercises used in Cognitive therapy will be video-taped and transferred to DVD for training of staff and learning exercises for minors. Additionally, the ability of the EDP team to communicate with staff electronically and more efficiently will aid in the disbursement of rewards from juvenile officers in a more timely fashion, which strengthens the effect of the reinforcement.

IV. Progress Review

This section should be filled out if this is a continuing grant only. If you are applying for a new grant, please mark N/A in each box and continue on to Section V.

1. Explain program progress during the past funding cycle(s) and progress toward program performance measures.

N/A

2. Explain the impact the federal funds have had on your existing juvenile justice program.

N/A

V. Performance Measurement

In this section, the applicant should list the performance measures that will be used to measure progress throughout the grant period. Each grantee receiving JAIBG funds is responsible for collecting information on performance indicators. All of the information regarding purpose areas and performance indicators (i.e., output indicators, short-term outcomes, and intermediate-term outcomes) must be selected from the options provided.

These indicators should not be altered; doing so will preclude the ability of the state and federal efforts to aggregate the data provided. Outcome indicators, short-term outcomes, and intermediate-term outcomes should be selected based upon their relevance to the program's objective(s).

1. Please provide the appropriate performance measures for each JAIBG purpose area the program will address. You are required to establish performance measures for each indicator (i.e. select at least one output indicator, one short-term outcome indicator, and one intermediate term outcome indicator for each purpose area).

JABG PURPOSE AREA (from Ex. A Instructions)	PERFORMANCE MEASURE (from Appendix A)	DATA FOR EACH PERFORMANCE MEASURE (from Appendix B)
12. Establishing and maintaining programs to conduct risk and needs assessments of juvenile offenders that facilitate the effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment to such offenders.	Output Indicator #4. Number and percent of assessment staff with specialized training.	a. Number of assessments. b. Number of staff that conduct assessments. c. Percent (a/b)
	Short-term Outcome Indicator #5: Number and percent of youth fully assessed using risk and needs assessments.	a. Number of youth. b. Number of assessments completed by youth. c. Percent (a/b)
	Intermediate Outcome Indicator #14: Number and percent of times services identified through youth assessment are actually received by the assessed youth.	a. Number of services. b. Number of services used from assessments. c. Percent (a/b)

VI. Implementation Schedule

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the JAIBG funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

Task	Month Started	Month Completed	Personnel Responsible	Frequency
Equipment Purchased	Month 1	Month 2	Staff	N/A

VII. Local Advisory Board -- Juvenile Crime Enforcement Coalition (JCEC)

In this section, list the JCEC members and meeting schedule information. If needed, include information explaining why the membership list is not complete, if the JCEC has not yet approved your program proposal, etc.

States and local units of government receiving JAIBG funds *must* develop a Coordinated Enforcement Plan (CEP) for reducing juvenile crime. The CEP indicates which purpose areas will be focused on and provides an overview of the rationale of the program(s).

JAIBG federal guidelines require local JCECs to “include, unless impracticable, individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) state or local probation services, (5) juvenile court, (6) schools, (7) business, and (8) religious affiliated, fraternal, nonprofit, or social service organizations involved in crime prevention.”

	<u>Member Name</u>	<u>Title</u>	<u>Representing</u>	<u>Phone Number</u>
1.	Larry G. Trent		Police	217 782 7263
2.			Sheriff	

3.	Richard Devine	States Attorney	Prosecutor	312 603 1862
4.			State or Local Probation Services	
5.			Juvenile Court	
6.			Schools	
7.			Business	
8.	Gary Leofanti	President, Aunt Martha's YSC	Other Organizations	708-754-1044
9.	Michael Mahoney	Chairman	Illinois Juvenile Justice Commission	312 813 9863
10.	Patricia Connell	Commissioner	Illinois Juvenile Justice Commission	847 475 7548
11.	Rodney Ahitow	Commissioner	Illinois Juvenile Justice Commission	309 789 1011
12.	Barbara Engel	Victim Services Consultant/ICJIA Authority Board Member	ICJIA	772 363 3792
13.	Sheldon Sorosky	Chairman	ICJIA/JCEC	312 640 1776
14.	Lori G. Levin	Director	ICJIA	312 793 8550
15.	Roger E. Walker, Jr.	Director	IDOC	217-522-2666
16.	Wayne Straza	Commissioner	Illinois Juvenile Justice Commission	

Does your JCEC include the required representation? **YES** **NO**

Has your JCEC approved JAIBG funding for this program? **YES** **NO**

If your answer is no to either of the two questions above, please explain:

The State of Illinois is in the process of filling in the vacant positions.

JCEC Meeting Schedule: (If your JCEC has not met, explain why)

A JCEC meeting was held on August 21, 2006.

EXHIBIT B: BUDGET

McLean County on behalf of McLean County Juvenile Court Services
Juvenile Repeating Center Program Equipment Request
Agreement #503603

IDENTIFICATION OF SOURCES OF FUNDING

	<u>SOURCE</u>		<u>AMOUNT</u>
Federal Amount:	Juvenile Accountability Initiative Block Grant FFY03	\$	13,050
		Subtotal:	\$ 13,050
Match:	County of McLean	\$	1,450
		Subtotal:	\$ 1,450
Over-Match:	None		
		Subtotal:	\$ -
	GRAND TOTAL		\$14,500.00

GRAND TOTAL	Federal	Match	Total Cost
	Amount	Contribution	
JRC EQUIPMENT	\$ 13,050.00	\$ 1,450.00	\$ 14,500.00
TOTAL COST	\$ 13,050.00	\$ 1,450.00	\$ 14,500.00

EQUIPMENT	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Desk-top computers	\$859	10		\$7,731.00	\$859.00	\$ 8,590.00
Monitors	\$299	10		\$2,691.00	\$299.00	\$ 2,990.00
Microsoft Office 2003	\$284.00	10		\$2,556.00	\$284.00	\$ 2,840.00
DVD Burner	\$80.00	1		\$ 72.00	\$8.00	\$ 80.00
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 13,050.00	\$ 1,450.00	\$ 14,500.00

** Out of State Travel requires prior Authority approval.

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

(See Attached Budget Instructions)

Desk-top Computers- 3.2 GHZ, 1GB RAM, 40 Gb hard drive, 48X CD-Rom

Monitors- L1906 LCD Monitor

Software programs for operating system including Word, Access, Excel, Powerpoint, Outlook, Publisher

DVD Burner- 16X internal Double-layer DVD +/- -RW/CR-RW Drive



COURT SERVICES


Roxanne K. Castleman, Director

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

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

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Judge Elizabeth Robb

Date: November 27, 2006

Re: Grant Proposal

I am writing to request the authorization to apply for a grant through the US Department of Justice for a mental health court planning grant.

McLean County would be requesting \$50,000 to use to determine if McLean County is in need of a mental health court and if so, how the court would be developed. There would be no new employees in this grant request. There is a 20% match.

This proposal has the support of Chief Judge Elizabeth Robb, States Attorney Bill Yoder, Public Defender Amy Davis, as well as several social service agencies in the community.

I will be present at the Justice committee meeting to discuss this issue with you in detail.

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

<p><u>Requesting Agency or Department:</u> McLean County Court Services</p>	<p><u>This request is for:</u> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant</p>
<p><u>Grantor:</u> US Dept. of Justice</p>	<p><u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other</p>
<p><u>Anticipated Grant Amount:</u> \$50,000</p>	<p><u>Grant Funding Method:</u> <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Pre-Funded</p> <p><u>Expected Initial Receipt Date:</u></p>
<p><u>Anticipated Match Amount (if applicable):</u> \$10,000 (20%)</p>	<p><u>Source of Matching Funds (if applicable):</u></p>

Personnel and Information

<p><u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No</p>	<p><u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

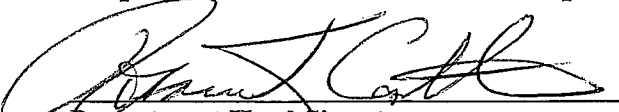
Additional Costs and Requirements (if applicable)

<p><u>Description of equipment to be purchased:</u></p>	<p><u>Description of subcontracting costs:</u></p>		
<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

This is a planning grant only – a grant to determine if McLean County is in need of a mental health court. The planning grant would be used for travel to national training and to observe mental health courts.

Responsible Personnel for Grant Reporting and Oversight:



 Department Head Signature

11-27-06

 Date

 Grant Administrator Signature (if different)

 Date

October 2006

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

7 Officer Supervision Unit, 3 PSI Officers, and 1.5 Intake Officer

Total Caseload – 876 (882 last month)

Average caseload per officer 125 (60 AOIC recommendation – 126 last month)

Presentence Reports Completed – 45 (31 last month)

* Total Workload Hours Needed – 1679.50 (1538.30 last month)

** Total Hours Available - 1650.00

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

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

AOIC workload standards indicate **an additional -31 adult officers are needed.** (-1.25 last month)

JUVENILE DIVISION

3 ½ Officer Division

Total Caseload – 170 (169 last month)

Average caseload per officer 48.50 (53 AOIC recommendation)

Social History Reports Completed – 15 (15 last month)

* Total Workload Hours Needed – 699.00 (697.00 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 (3.5 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 1.16 juvenile officers are needed.** (.65 last month)

EARLY INTERVENTION PROBATION (EIP)

2 ½ Person unit with a maximum caseload of 35

Total caseload 22

Social History Reports 3

October 2006

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 40 (42 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 14 (9 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 56 (58 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences – 21 (19 last month)

Total Caseload Informal Probation – 28 (37 last month)

Total Intake Screen Reports (juvenile police reports received) 171 (168 last month)

COMMUNITY SERVICE PROGRAM

2 person unit

Total Caseload Adult - 539 (529 last month)

Total Caseload Juvenile – 37 (37 last month)

Total Hours Completed Adult – 5364.00 (\$28,161.00 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 160.00 (\$840.50 Symbolic Restitution \$5.25)

Total Worksites Used – 38 (38 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 143 (147 last month)

Total Court Supervision/Conditional Discharge Caseload – 561 (560 last month)

**2006
JUVENILE DETENTION CENTER
MCLEAN 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		
11	0	0	0	0	0	0	0	0	0	0		
12	0	1	0	0	0	0	0	0	0	0		
13	2	4	1	4	1	4	0	2	0	1		
14	4	3	5	0	6	4	1	6	2	5		
15	7	7	5	3	2	8	4	4	4	7		
16	7	9	6	10	7	7	7	4	4	7		
Sex of Minors Detained												
Male	17	19	15	12	15	19	11	14	7	19		
Female	3	5	2	5	1	4	1	2	3	1		
Race of Minors Detained												
Caucasian	10	12	6	4	10	13	5	5	4	9		
African-American	10	11	11	11	6	10	7	10	5	11		
Hispanic	0	1	0	2	0	0	0	1	1	0		
Offenses of Which Minor was Detained												
Dispositional Detention	3	7	6	4	3	11	2	3	1	7		
Warrant	8	4	4	2	0	4	4	1	3	1		
Aggravated Assault	0	0	0	0	0	1	0	0	0	0		
Aggravated Battery	1	1	0	0	1	1	1	2	0	1		
Aggravated Battery to Elderly	0	0	0	0	1	0	0	0	0	0		
Aggravated Battery to a Peace Officer	0	0	0	0	1	0	0	0	0	0		
Aggravated Criminal Sexual Assault	0	0	1	0	0	0	0	1	0	0		
Aggravated Robbery	0	0	0	0	0	0	0	0	0	1		
Armed Robbery	0	0	0	0	0	2	0	0	0	2		
Attempt Residential Burglary	0	0	0	0	0	0	0	0	0	1		
Burglary to Motor Vehicle	0	0	0	0	0	1	0	3	1	0		
Criminal Damage to Property	0	1	0	0	0	1	0	0	0	0		
Delivery of Controlled Substance on School Grounds	0	0	0	0	0	0	0	0	0	0		
Domestic Battery	1	1	0	0	0	0	1	0	1	1		
DOC	0	0	0	0	1	0	1	1	0	0		
Home Invasion	0	0	0	0	0	0	0	1	0	0		

**2006
JUVENILE DETENTION CENTER
MCLEAN COUNTY**

Obstructing Justice	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Possession of Explosives	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Possession w/Intent to Deliver Controlled Substance	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Reckless Discharge of Firearm	0	1	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0
Request for Apprehension	6	6	6	4	1	2	3	1	1	4									
Residential Burglary	1	2	0	7	5	0	0	0	3	0									
Resisting a Peace Officer	0	0	0	0	0	0	0	0	0	1									
Residents of Minors Detained																			
Bloomington	16	12	13	14	12	17	8	11	6	15									
Normal	3	6	2	1	2	1	2	5	2	1									
Bellflower	0	0	1	0	0	0	0	0	0	0									
Chenoa	0	2	0	0	0	1	0	0	0	0									
Chicago	0	0	0	0	0	0	0	0	0	1									
Decatur	0	0	0	0	0	0	0	0	0	0									
EIPaso	0	1	0	0	0	0	0	0	0	0									
Grayslake	0	1	0	0	0	0	0	0	0	0									
Gridley	0	0	0	0	0	2	0	0	1	1									
Heyworth	0	0	0	0	0	0	1	0	0	0									
Leroy	0	0	0	1	1	1	0	0	0	0									
Lexington	0	1	0	0	0	0	0	0	0	0									
Lyons	0	0	0	1	0	0	0	0	0	0									
Peoria	0	1	0	0	0	0	0	0	0	0									
Pontiac	0	0	0	0	1	0	0	0	0	0									
Saybrook	1	0	0	0	0	1	1	0	0	1									
Stanford	0	0	1	0	0	0	0	0	0	0									
Average Daily Population	8.6	12.4	12	8.8	9.2	13.4	7.5	8.4	9.1	13.1									
Average Daily Population:YTD	8.6	10.5	11	10.5	10.2	10.7	10.3	10	9.9	10.3									
Number of Days in Detention	267	348	372	263	286	401	232	259	273	405									
Revenue:	0	0	0	0	0	0	0	0	0	0									

2006
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	1	0	0	0	0	0	0	0	0
12	0	0	0	0	0	0	0	1	0	0	0	0
13	0	1	1	1	0	1	1	0	0	3	0	0
14	2	2	5	5	4	2	5	2	4	1	3	3
15	16	8	9	9	7	5	4	3	4	9	9	9
16	4	6	6	5	4	5	5	5	5	4	9	9
Sex of Minors Detained												
Male	17	11	12	12	12	8	13	11	11	15	17	17
Female	5	6	9	9	3	5	2	0	2	2	4	4
Race of Minors Detained												
Caucasian	22	17	17	19	15	11	10	9	11	14	15	15
African-American	0	0	2	2	0	1	4	1	2	1	4	4
Hispanic	0	0	0	0	0	1	1	1	0	2	2	2
Offenses of Which Minor was Detained												
Dispositional Detention	11	10	7	7	6	6	3	3	1	6	7	7
Warrant	4	3	4	4	1	3	3	3	6	4	2	2
Aggravated Assault of Peace Officer	0	0	0	0	1	0	0	0	0	0	0	0
Aggravated Battery	0	1	0	0	0	0	1	0	2	0	2	2
Aggravated Battery to Peace Officer	1	0	0	0	0	0	0	0	0	0	1	1
Aggravated Criminal Sexual Assault	0	0	0	0	0	0	0	0	0	0	1	1
Aggravated Domestic Battery	0	0	0	0	0	0	2	0	0	0	0	0
Armed Robbery	0	0	2	2	1	0	1	0	0	0	0	0
Battery	0	0	0	0	0	0	0	0	0	1	0	0
Burglary	4	0	0	0	1	0	1	0	1	0	0	0
Burglary to Motor Vehicle	0	0	0	0	0	0	1	0	0	0	0	0
Contempt of Court	0	1	0	0	0	0	0	0	0	0	0	0
Court Order	0	0	1	1	1	0	0	0	0	0	0	0
Criminal Damage to Property	0	0	0	0	0	0	0	0	0	2	2	2
Criminal Defacement of Property	0	0	0	0	0	0	0	0	0	0	2	2
Criminal Sexual Assault	0	0	0	0	0	0	0	1	0	0	0	0

2006
JUVENILE DETENTION CENTER
OUT OF COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Criminal Trespass	1	1	0	0	0	0	0	0	0	0	0	0
Delivery of a Controlled Substance	0	0	1	0	0	0	0	0	0	0	0	0
Disorderly Conduct	0	0	0	1	0	0	1	0	0	0	0	0
DOC	1	1	0	2	2	0	0	1	2	0	1	0
Domestic Battery	0	0	2	0	1	0	0	1	0	1	0	0
Home Confinement Violation	0	0	0	0	0	0	0	0	0	0	2	0
Motor Vehicle Theft	0	0	1	0	0	0	0	0	0	0	1	0
Possession of Controlled Substance	0	0	0	0	0	0	0	0	1	0	0	0
Possession of Stolen Property	0	0	0	0	0	0	1	0	0	0	0	0
Pre Trial Violation	0	0	0	0	0	0	1	0	0	0	0	0
Probation Violation	0	0	1	1	0	0	0	0	0	1	0	0
Residential Burglary	0	0	0	0	0	0	0	2	0	1	0	0
Resisting Arrest	0	0	0	0	0	0	0	0	0	1	0	0
Unlawful Possession w/Intent to Deliver	0	0	0	0	0	1	0	0	0	0	0	0
Residence of Minors Detained												
Bureau	0	0	0	0	0	2	0	1	0	0	0	0
DeWitt	0	0	0	3	1	1	1	0	1	2	3	0
Douglas	0	0	0	2	0	1	1	0	0	0	1	0
Ford	0	0	0	1	1	0	0	0	0	1	0	0
Fulton	0	0	1	0	0	0	0	0	0	0	0	0
Henry	0	0	0	0	0	0	0	0	1	0	0	0
Jefferson	0	0	0	0	0	0	1	0	0	0	1	0
LaSalle	0	0	0	0	0	0	0	0	0	1	0	0
Livingston	2	6	7	5	3	3	5	8	1	5	8	0
Logan	18	9	9	4	4	4	4	1	3	7	3	0
Mason	0	0	0	1	0	0	0	0	0	0	0	0
Mercer	0	0	0	0	0	0	0	0	1	0	0	0
Peoria	0	0	0	0	0	0	0	0	0	0	1	0
Putnam	0	0	0	0	0	0	0	0	0	0	1	0
Tazewell	0	0	0	0	1	0	0	0	0	0	3	0
U S Marshall Service	0	0	1	0	0	0	0	0	0	0	0	0
Woodford	2	2	0	0	2	3	1	6	1	0	0	0

**2006
JUVENILE DETENTION CENTER
OUT OF COUNTY**

	7.1	7.5	7.1	7.3	7.1	7.2	7.1	7.2	7.1	7.1	10.9	12.7	9.9	9.5	7.3	12.3	10.1
Average Daily Population	7.1																
Average Daily Population: YTD	7.1	7.3	7.2			8.2	9.1	9.2	9.2					9.2	9	9.4	9.4
Number of Days in Detention	220	211	219			326	393	296	296					295	227	370	312
Revenue:	16200	15520	17120			28900	33830	24440	24340					18410	29300	25100	

McLean County State's Attorney's Office 2006 Case Load Report

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

CRIMINAL

	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	YTD	YTD	2005	2005	2006	2006
Felony	104	123	90	95	120	93	108	106	98	165	78		1180	1142	1,251		1,301	
Misdemeanor	165	184	170	164	195	155	268	206	219	334	216		2276	2107	2,406		2,510	
Asset Forfeiture	21	10	9	17	17	20	10	15	9	14	17		159	126	129		175	
Family Totals	39	52	52	59	75	60	85	90	62	65	62		701	620	684		773	
Family	26	38	37	47	56	41	52	62	40	43	56		498	452	496		549	
Order of Protection	13	14	15	12	19	19	33	28	22	22	6		203	168	188		224	
Juvenile Totals	38	23	24	17	40	29	42	41	36	36	19		345	278	301		380	
Juvenile	0	0	1	0	0	0	0	0	0	0	0		1	13	13		1	
Juvenile Abuse	27	12	13	8	23	14	29	31	27	24	5		213	137	142		235	
Juvenile Delinquency	11	11	10	9	17	15	13	10	9	12	14		131	128	146		144	
Traffic Totals	2,503	2,655	3,371	2,749	3,681	3,272	3,575	2,927	2,299	3,551	2,246		32,829	28,394	32,522		36,201	
Traffic	2,421	2,573	3,294	2,684	3,599	3,209	3,492	2,845	2,236	3,453	2,198		32,004	27,601	31,661		35,291	
DUI Traffic	82	82	77	65	82	63	83	82	63	98	48		825	793	861		910	

CHILD SUPPORT

Paternity cases filed	6	10	2	14	28	25	18	19	12	10	30		174	156	167		192	
Paternity cases established	2	4	1	8	7	12	10	8	7	9	3		71	59	62		78	
Paternities excluded	0	0	4	1	1	6	2	4	0	2	0		20	15	16		22	
Support Orders entered	124	55	154	165	188	96	81	62	47	108	43		1123	879	988		1238	
Modification proceedings filed	14	10	16	18	20	17	32	20	20	18	11		196	210	233		216	
Modification proceedings adjudicated	3	9	2	2	5	18	14	17	9	33	15		127	99	110		140	
Enforcement actions filed	21	105	53	33	193	33	52	54	38	44	57		683	527	555		753	
Enforcement actions adjudicated	71	84	92	139	193	138	134	101	70	145	58		1225	1002	1118		1351	
Hearings set before Hearing Officer	51	37	88	87	70	141	131	92	34	146	52		929	788	845		1,024	
Orders prepared by Hearing Officer	40	34	81	87	61	130	81	89	32	136	51		822	681	733		906	

2006 Projected = (2006 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

November 27, 2006

STATE'S ATTORNEY:

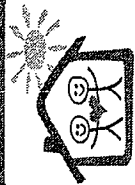
Beginning Balance 01/01/2006	\$ -44,342.04
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>15,186.93</u>
Total Funds Available	\$ -29,155.11
Expenditures	<u>4,277.01</u>
Fund Balance 11/27/06	\$ -33,432.12

SHERIFF:

Beginning Balance 01/01/2006	\$ 50,143.95
Revenue	<u>13,376.25</u>
Total Funds Available	\$ 63,520.20
Expenditures	<u>45,099.52</u>
Fund Balance 11/27/06	\$ 18,420.68

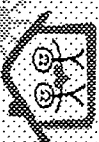
TOTAL FUND BALANCE	November 27, 2006	\$ -15,011.44
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McLean County Children's Advocacy Center Monthly Statistics October, 2006



	2005 INTERVIEWS Vic/OTHER/TOT	1ST. INTERVIEW 2006 MONTH/YTD	JUV.SUSPECT INTERVIEW 2006	SIB/WITNESS INTERVIEW 2006	2ND INTERVIEW 2006	OUT OF COUNTY INTERVIEW 2006	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	19/6/25	14/14	1	5	0	0	20	20
FEBRUARY	5/12/17	20/34	2	5	0	1	28	48
MARCH	19/8/27	24/58	1	1	0	2	28	76
APRIL	17/3/20	8/66	0	4	0	0	12	88
MAY	8/4/12	16/82	2	8	1	3	30	118
JUNE	17/7/24	21/103	0	3	0	8	32	150
JULY	17/8/25	29/132	2	4	0	5	40	190
AUGUST	13/7/20	19/151	2	5	1	1	28	218
SEPTEMBER	10/5/15	13/164	0	4	0	0	17	235
OCTOBER	10/1/11	13/177	2	0	0	0	15	250
NOVEMBER	9/2/11							
DECEMBER	3/1/4							
YEAR TO DATE TOTALS	147/64/211	164	10	39	2	20	235	235

CASA Monthly Statistics FY06

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CASA Assignment	Total Children Served	CASAs Assigned	Total Number of Assigned CASAs	Reported CASA Volunteer Hours	CASAs Trained	Reports Filed	Court Hearings Attended
January	2	1	9	121	1	66	312.5	in progress	10	15
February	4	2	8	127	5	64	344.35	in progress	8	14
March	2	2	8	128	1	63	899.1	13	6	9
April	3	8	4	121	2	60	341.85	0	8	14
May	0	4	5	117	0	57	445.95	0	17	20
June	1	0	5	117	1	58	309.45	in progress	10	13
July	2	6	27	113	2	59	345.05	6	16	18
August	10	3	21	135	10	57	397.7	0	10	20
September	6	2	5	148	6	60	333	2 Livingston	13	30
October	5	1	6	155	5	62	365	0	9	28
November										
December										
YTD Totals	35	29	98	1282	33	606	4093.95	19	107	181

Oct. 2006: Total of 3 new CASAs assigned, 1 resigned, 2 prior CASAs had new baby cases/companion cases - totaling 62

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF OCTOBER 2006
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
Adoption	31	AD	9	0	4	36	22
Arbitration	273	AR	57	1	65	266	246
Chancery	274	CH	37	0	42	269	220
Dissolution of Marriage	438	D	64	1	60	443	439
Eminent Domain	3	ED	1	0	3	1	2
Family	304	F	40	1	53	292	286
Law => \$50,000 - Jury	298	L	8	0	10	296	292
Law => \$50,000 - Non-Jury	186	L	6	0	7	185	161
Law = < \$50,000 - Jury	0	LM	0	0	0	0	3
Law = < \$50,000 - Non-Jury	156	LM	106	0	84	178	120
Municipal Corporation	0	MC	0	0	0	0	1
Mental Health	5	MH	22	0	14	13	11
Miscellaneous Remedy	141	MR	30	0	22	149	128
Order of Protection	24	OP	17	0	23	18	20
Probate	1,072	P	25	0	22	1,075	1,096
Small Claim	808	SC	213	10	292	739	464
Tax	6	TX	1	0	0	7	6
TOTAL CIVIL	4,019		636	13	701	3,967	3,517

REPORT B
ACTIVITY OF ALL CRIMINAL CASES
DURING THE MONTH OF OCTOBER 2006
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
CONTEMPT OF COURT	1	C.C.	0	0	0	1	0	3
CRIMINAL FELONY	849	CF	136	136	0	165	820	838
CRIMINAL MISDEMEANOR	1,009	CM	248	248	0	235	1,022	912
TOTAL CRIMINAL	1,859		384	384	0	401	1,842	1,753

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF OCTOBER 2006
 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 2006	END PENDING 2005
JUVENILE	8	J	0	0	0	1	7	17
JUVENILE ABUSE & NEGLECT	388	JA	22	22	0	14	396	287
JUVENILE DELINQUENT	107	JD	12	12	4	20	103	114
TOTAL JUVENILE	503		34	34	4	35	506	418

REPORT D
 ACTIVITY OF ALL OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE MONTH OF OCTOBER 2006
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
CONSERVATION VIOLATION	19	CV	1	0	7	13	10
DRIVING UNDER THE INFLUENCE	480	DT	86	0	65	501	441
ORDINANCE VIOLATION	977	OV	324	0	285	1,016	1,023
TRAFFIC VIOLATION	17,859	TR	3,721	43	3,723	17,900	13,094
TOTALS:	19,335		4,132	43	4,080	19,430	14,568

REPORT NO. E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OCTOBER 2006
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
05 DT 546	08/10/05	10/11/06
06 CF 67	01/18/06	10/12/06
02 L 205	12/24/02	10/20/06
04 L 92	06/29/04	10/27/06

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 2006
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

NOLLE	NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF	
	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL		JURY TRIAL
					BENCH TRIAL	JURY TRIAL				
17	0	14	2	0	2	0	123	3	4	165

3

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.

Conditional Discharge

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
THROUGH THE MONTH OF OCTOBER 2006
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	19	0	8	0	0	0	2	73	1	3	106			
FEB	13	0	6	1	0	1	1	48	0	0	70			
MAR	21	0	14	0	1	0	0	85	0	2	123			
APR	33	0	8	0	1	0	0	49	2	1	94			
MAY	15	0	10	0	1	3	0	60	3	3	95			
JUNE	16	0	5	0	1	1	2	70	1	2	98			
JULY	17	0	4	0	1	0	2	72	2	3	101			
AUG	29	0	12	0	0	1	0	109	3	4	158			
SEPT	20	0	11	0	0	2	0	76	0	4	113			
OCT	17	0	14	2	0	2	0	123	3	4	165			
NOV														
DEC														
TOTAL	200	0	92	3	6	9	7	765	15	26	1123			

(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 2006
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: 130
(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	16	12	11	25	67
4. PROBATION	0	0	4	6	9	35	54
5. OTHER	0	0	0	0	8	1	9
TOTALS:	0	3	20	18	28	61	130

* Conditional Discharge

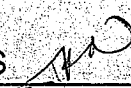
REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF OCTOBER 2006
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	1	0	0
FAMILY (OP)	14	0	2
CRIMINAL	8	0	8
TOTAL:	23	0	10



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 27 th , 2006
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES 

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH OSF HEALTHCARE SYSTEM AND KENNETH INOUE, M.D., FOR PHYSICIAN SERVICES AT THE MCLEAN COUNTY ADULT DETENTION FACILITY

The current contract for the MCDF Physician for the McLean County Adult Detention Facility expires on December 31, 2006. Dr. Kenneth Inoue has served as the MCDF Physician since July of 2000, and we have been very satisfied with his medical expertise and practice style. In addition, on-call coverage and support services are provided by the OSF HealthCare System through physicians in the OSF Medical Group.

At this time, we respectfully recommend that the contract with OSF HealthCare System and Kenneth Inoue, M.D., 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 a rate of \$50,076.00 as compensation for the 2007 contract year. This figure is a 4% increase and will be effective as of January 1, 2007.

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.

CONTRACT
McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 19th day of December, 2006 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

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

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF 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.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2007 through December 31, 2007), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$50,076.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2007 and terminate on December 31, 2008 unless terminated by either party in accordance with 9 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.
2. The HOSPITAL 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 COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.
6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL

wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. 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.
9. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the HOSPITAL upon thirty days written notice.
 - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
 - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
11. The HOSPITAL 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.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
13. 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.

- 14. 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.
- 15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 19th of December, 2006.

OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois

ATTEST:

By: _____
Secretary

By: _____

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Michael F. Sweeney, Chairman
McLean County Board

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


APPROVED:

Mike Emery
McLean County Sheriff



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 27 th , 2006
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES 

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

The current contract with the McLean County Center for Human Services expires on December 31, 2006. This contract allows us to provide mental health services on site for the inmate population. These services include weekly two hour sessions by the MCDF Psychiatrist, counseling services for twenty-four hours each week, and crisis intervention whenever necessary.

A rate increase of 4.25% for 2007 was negotiated between Tom Axley, Associate Director and Chief Financial Officer for the McLean County Center for Human Services, and representatives for McLean County. There are no additions/deletions in the contract language, and mental health services provided for individuals incarcerated at the McLean County Detention Facility remain the same.

We respectfully recommend renewal of this contract for 2007. 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-CY07

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, 2007 through December 31, 2007, 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 SEVENTY-ONE THOUSAND DOLLARS (\$71,000) 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)	\$148.00 hr
d.	Psychiatrist sessions	\$60.00 session
e.	Scheduled In-house assessment & services	\$45.00 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.

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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.

Mike Emery
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By: _____
Tom Barr, Director

McLEAN COUNTY BOARD OF HEALTH

By: _____
Daniel Steadman, President

McLEAN COUNTY BOARD

By: _____
Michael F. Sweeney, Chairman

ATTEST:

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

mtl\cont\chs\jail.07



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 27th, 2006
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JN</i>

TOPIC: RECOMMENDATION FOR RENEWAL OF THE CONTRACT WITH DENNIS KRUG, DDS, FOR THE PROVISION OF DENTAL CLINICIAN SERVICES AT 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, 2006. 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 the 2007 contract year be paid at an hourly rate of \$143.20 portal to portal in addition to a monthly retainer of \$107.55. These figures represent a 6% increase from the previous contract year; however, no increase was requested for the previous 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 Dr. Krug 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 19th of December, 2006, 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, 2007 through December 31, 2007), provide compensation to the Dental Clinician at an hourly rate of \$143.20 portal to portal in addition to a monthly stipend of \$107.55 payable monthly upon invoice by the Dental Clinician.
10. During the second year of this Agreement (January 1, 2008 through December 31, 2008), 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, 2007 and terminate on December 31, 2008 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 if 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.

Mike Emery
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 27th, 2006
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES

TOPIC: RECOMMENDATION FOR RENEWAL OF A CONTRACT WITH MERLE PHARMACY NO.1, INC. AND McLEAN COUNTY FOR THE PROVISION OF PHARMACEUTICAL SERVICES AT 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 six (6) 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 continue to provide an additional 3% discount for the term of this contract, and Mr. Martin also is willing 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 19th day of December, 2006, 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 2007 and terminate on December 31st, 2008, 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.

Mike Emery
McLean County Sheriff

APPROVED:

ATTEST:

Michael F. Sweeney, Chairman
McLean County Board

Peggy Ann Milton, County Clerk
McLean County, Illinois

MCDF Fourth Quarter
Population Report
November
2006

Date	Total		IN House	Spec Needs		Str. Sent		Work Rel/Weekend		Other Fac		
	Pop	House		Female	Male	Female	Male	Female	Male	Female	Male	
1	230	192	29	201	4	15	9	45	3	26	2	11
2	226	191	27	199	4	17	9	46	3	26	2	11
3	222	186	28	194	5	14	8	48	3	25	2	10
4	232	209	27	205	7	19	10	49	3	27	1	9
5	229	208	30	199	7	16	11	49	3	25	1	9
6	233	200	32	201	8	16	11	49	3	25	1	9
7	226	194	29	197	5	15	10	50	3	25	1	8
8	229	198	27	202	4	16	10	52	3	25	1	8
9	236	204	27	209	4	19	10	53	3	25	1	8
10	231	201	27	204	4	17	10	51	3	25	1	7
11	238	219	29	209	6	21	9	53	3	26	1	7
12	241	223	26	215	5	22	9	50	3	25	1	7
13	232	205	27	205	7	14	9	46	3	25	1	6
14	226	197	30	196	6	10	9	46	3	25	1	7
15	228	201	29	199	6	12	9	48	3	25	1	6
16	224	197	29	195	8	11	9	49	3	25	1	6
17	208	181	27	181	8	10	9	45	3	25	0	6
18	217	201	27	190	6	17	10	49	2	25	0	5
19	207	189	24	183	6	9	9	48	1	21	0	6
20	198	178	22	176	6	8	7	44	1	20	0	5
21	203	183	24	179	8	17	5	44	1	18	0	4
22	198	179	22	176	6	12	8	43	1	17	0	4
23	196	180	24	172	8	15	8	44	1	17	0	0
24	204	188	23	181	6	20	8	45	1	16	0	0
25	201	192	24	177	7	13	8	47	1	15	0	0
26	201	194	23	178	7	14	8	47	1	14	0	0
27	198	184	22	176	6	11	6	47	1	14	0	0
28												
29												
30												
Total	5914	5274	715	5199	164	400	238	1287	62	607	19	159
Average	219.037	195.33	26.48	192.56	6.07	14.81	8.81	47.67	2.30	22.48	0.70	5.89

MCDF Average Population
By Month 2006

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	226.32	232.43	216.81	214.20	223.06	244.43	223.42	221.39	228.10	241.52	219.04		226.43
In House	200.42	200.42	203.03	203.87	211.45	203.40	200.42	193.41	201.07	205.68	195.33		201.68
Female	32.77	31.43	31.03	31.87	29.29	35.80	32.45	29.03	29.70	32.45	26.48		31.12
Male	193.55	201.00	185.74	182.33	193.77	208.63	190.97	192.35	198.40	209.06	192.56		195.31
Spec Needs Female	7.94	6.18	7.52	6.87	7.06	6.60	6.74	6.39	6.07	6.29	6.07		6.70
Spec Needs Male	13.94	15.93	14.35	14.27	16.35	14.37	14.77	14.65	18.10	18.06	14.81		15.42
Str Sent Female	4.97	6.68	10.90	10.93	8.29	9.77	6.74	6.87	7.70	9.13	8.81		8.25
Str Sent Male	51.90	52.11	43.94	37.80	38.00	49.07	33.71	39.55	43.93	50.90	47.67		44.42
Weekender Work Rel Female	5.10	5.07	2.65	2.17	1.16	2.23	1.77	1.81	1.67	4.19	2.30		2.74
Weekender Work Rel Male	17.19	19.82	16.97	16.00	15.58	21.87	21.97	23.84	32.63	28.45	22.48		21.53
Other Fac Female	00.00	00.00	00.00	00.00	00.00	00.00	.39	.94	00.00	2.77	.70		0.44
Other Fac Male	9.35	18.14	1.58	00.00	2.58	26.00	8.10	8.87	3.70	11.06	5.89		8.66

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2006
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Coroner's Office 0031**

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

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, Coroner's Office 0031; and,

WHEREAS, the Coroner's Office has received \$1,361.47 from the Death Certificate Surcharge Fund; and,

WHEREAS, 410 *ILCS* 535/25.5 creates the Death Certificate Surcharge Fund and provides that funds may be used to purchase equipment for the Coroner's Office; and,

WHEREAS, the said funds need to be expended prior to June 30, 2007; and,

WHEREAS, the Justice Committee, at its meeting on Monday, December 4, 2006, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of the Death Certificate Surcharge Funds to acquire software licensing and support for specialized forensic software; 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, Coroner's Office 0031 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Death Certificate Surcharge Fund			
0001-0031-0038-0407.0097	\$ 0.00	\$1,361.47	\$1,361.47

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following appropriations:

Software License Agreements			
0001-0031-0038-0750.0004	\$ 0.00	\$1,361.47	\$1,361.47

(2)

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

ADOPTED by the County Board of McLean County this 19th day of December, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

e:john/cobd/ea_coroner_surchARGE.dec06

**Office of the Coroner
McLean County
OCT 2006 REPORT**

	OCT 2006	OCT 2005	TYTD 2006	LYTD 2005
<i>Cases</i>	143	65	782	751
<i>Autopsies</i>	15	5	68	67
<i>Out/County Autopsies</i>	9	26	145	240
<i>Inquests</i>	7	1	42	43

OCT TOTAL DEPOSITS

	BUDGET	ACTUAL
<i>Copy Fees</i>	\$ 6,000.00	4,843.00
<i>Morgue Fee</i>	28,750.00	28,415.00
<i>Reim/Services</i>	250.00	168.95
<i>Paid to Facilities Mgt</i>	--	6,530.00

OCT 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) – 3

OPEN DEATH INVESTIGATIONS

Traffic Crash – 3 Homicide – 0

Medical/Sudden death – 3 Other/Pending - 12

November 28, 2006

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

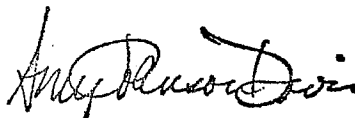
RE: Contract renewal

Dear Committee Members:

Attached please find a copy of a contract to continue the position John Wright Jr. has with the Public Defender's office. His current contract has expired and we wish to renew his contract. Please note that this contract runs through December 31, 2007.

If you have questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Amy Johnson Davis". The signature is written in a cursive style with a large initial "A".

Amy Johnson Davis
Public Defender

CONTRACT

This Contract, entered into this 16th day of November, 2006 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 38 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 November 16, 2006 and terminate on December 31, 2007.
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
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 _____, 2006.

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 4, 2006

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

Re: Monthly Caseload - MONTH ENDING October 31, 2006

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 2005	MONTHLY TOTALS 2006	YTD TOTALS 2005	YTD TOTALS 2006	% CHANGE YTD
FELONIES	74	112	873	839	<4%>
DRUG COURT	0	1	0	6	N/A
MISDEMEANORS	111	105	1,113	960	<14%>
DUI	28	32	224	247	9%
TRAFFIC	57	55	501	547	8%
JUVENILE	12	28	169	220	23%
(DELINQUENT)	9	11	84	106	21%
(ABUSE/NEGLECT)	3	17	85	114	25%
MENTAL HEALTH CASES	3	7	34	38	11%
Involuntary Commitment	3	5	27	34	21
Medication Compliance Orders	0	2	7	4	<43%>
POST-CONVICTION & SVPCA CASES	0	0	6	3	<50%>
TOTAL	285	340	2,920	2,860	<2%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING October 31, 2006.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
Drug Court	AMY DAVIS	1	6	N/A
F	JON MCPHEE	0	67	5
F	CARLA HARVEY	1	85	0
F	JAMES TUSEK	22	105	3
F	RONALD LEWIS	16	100	1
F	BRIAN MCELLOWNEY	19	107	4
F	JOHN WRIGHT-C	14	68	N/A
F	TERRY DODDS-C	8	74	N/A
F	CHRIS GRAMM-C	8	60	N/A
M	KELLY HARMS	55	430	2
M	MARINNA WRIGHT	42	518	4
F	MARINNA WRIGHT	26	141	3
TR	MATTHEW KOETTERS	29	428	1
DUI	MATTHEW KOETTERS	19	129	0
TR	CHRISTOPHER NOLAN	26	114	1
DUI	CHRISTOPHER NOLAN	13	118	0
M	CHRISTOPHER NOLAN	8	8	0
JD	ART FELDMAN	11	106	1
JA	KELLY STACEY	8	79	N/A
JA	ROB KEIR	11	74	N/A
JA	ALAN NOVICK-C	2	9	N/A
PC/SVP	KEITH DAVIS-C	0	3	N/A
PVT	PRIVATE COUNSEL	20	257	N/A
W/D	WITHDRAWN	4	30	N/A

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

December 4, 2006

TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

OCTOBER 2006 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	38	65	57
PLEA / LESSER	17	5	0
BENCH TRIAL / WIN	0	0	0
BENCH TRIAL / LOSS	1	0	0
JURY TRIAL / WIN	0	0	0
JURY TRIAL / LOSS	0	0	0
DISMISSED / UPFRONT	1	6	3
DISMISSED / TRIAL	2	11	0
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	3	9	7
PRIVATE COUNSEL	6	9	5
PLEA / BLIND	9	0	0
REFILED AS FELONY	N/A	1	1
WITHDRAWN	4	0	0
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	13	6	0

**INTERGOVERNMENTAL AGREEMENT
CREATING THE METCOM CENTRALIZED COMMUNICATIONS CENTER**

ARTICLE I

PURPOSE

The METCOM CENTRALIZED COMMUNICATION CENTER, hereinafter referred to as the "Center", is a cooperative venture voluntarily established by the County of McLean and the Town of Normal pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.* for the purpose of providing the means necessary and appropriate for the establishment, operation, and maintenance of a joint non-emergency police, fire, and other non-emergency services communication system for the mutual benefit of the members of the venture; supporting an Enhanced 9-1-1 emergency telephone system under the jurisdiction of the McLean County Emergency Telephone System Board; and providing the foregoing on a contract basis to other government units.

ARTICLE II

MEMBERSHIP

- A. The members of the Center shall be the County of McLean, hereinafter referred to as the "County" and the Town of Normal, hereinafter referred to as the "Town".
- B. Continued membership in the Center shall be contingent upon the payment by each member of an annual assessment and any additional fees that may be determined by the Operational Board, hereinafter created, consistent with the financing procedures set forth in Article VI hereunder.

ARTICLE III

OPERATIONAL BOARD

A. ESTABLISHMENT

There is hereby established a seven (7) member Operational Board which shall serve without compensation and without salary. The Operational Board shall consist of the following members and be appointed in the following manner:

1. The McLean County Administrator and the McLean County Sheriff which shall be perpetual members and appointed by the McLean County Board;
2. The Normal City Manager and the Normal Police Chief which shall be perpetual members and appointed by the Normal Town Council;
3. One representative of the McLean County Fire Chiefs Association, one

representative of a rural municipal Police Department, and one representative from Emergency Medical Services, all three (3) of whom shall serve a four (4) year term and be appointed by the four (4) perpetual members of the Operational Board. The four (4) perpetual members shall also have appointing authority in the event there is a vacancy in any of those three (3) positions.

4. Each member may designate one (1) alternate to attend, participate and vote on his/her behalf at Operational Board meetings if the member is absent. Alternates may attend and participate at any Operational Board meeting, but may not vote if the member is present. All designated alternates must be employed by, or be a member of, the representative entity from which the Operational Board designating member has been appointed.

B. POWERS

The Operational Board shall have the following powers and duties:

1. To create and amend the Center's By-Laws and to determine the general policy of the Center;
2. To have the responsibility of hiring an Executive Director;
3. To enter into contracts, including but not limited to contracts with the McLean County Emergency Telephone System Board and other government units for centralized communications, in the name of the Center subject to the approval of the members of this Intergovernmental Agreement;
4. To employ necessary personnel for:
 - a. the support of the operation and maintenance of an Enhanced 9-1-1 emergency telephone system under the jurisdiction of the McLean County Emergency Telephone System Board, subject to the provisions set forth in Article VII;
 - b. the operation and maintenance of a system adequately designed to handle citizens' non-emergency calls for police, fire, and other services as well as the dispatch of the members' field units, subject to the provisions set forth in Article VII;
5. To lease real property and to acquire, purchase, or lease personal property, including but not limited to equipment, machinery, furnishings and office supplies, subject to the approval of the members of this Intergovernmental Agreement;

6. To prepare an annual budget subject to the approval of the members of this Intergovernmental Agreement.
7. To have authority to create and appoint members to an Advisory Council. The operation of the Advisory Council will be conducted under the direction of the Operational Board. No action of the Advisory Council shall be binding on the Operational Board or the Center unless approved by the Operational Board.
8. To submit to the members of the Center an annual report of its activities and the condition of all funds under its jurisdiction including an external audit prepared in accordance with generally accepted accounting practices.
9. To hold meetings in accordance with the Open Meetings Act and exercise all powers necessary and incidental to carrying out the provisions set forth in Article I of this Intergovernmental Agreement.

ARTICLE IV

THE EXECUTIVE DIRECTOR

A. THE EXECUTIVE DIRECTOR

1. The Executive Director shall be the administrative head of the Center and shall be directly responsible to the Operational Board for the administration of the Center.
 - a. The Executive Director shall be appointed by and serve at the pleasure of the Operational Board;
 - b. The Executive Director shall be chosen on the basis of administrative and executive qualifications with special reference to actual experience in or knowledge of accepted practice with respect to the duties of office set forth hereunder.
2. Any vacancy in the office of the Executive Director shall be filled as soon as possible after the effective date of such vacancy, and, in case of absence or disability of the Executive Director, the Operational Board may designate any other qualified employee of the Center or any other qualified employee of any member of this Intergovernmental Agreement to perform the duties of Executive Director during such absence or disability.
3. The Executive Director may be removed by the Operational Board by a majority vote of the entire Board.

4. The powers, duties and salary of the Executive Director shall be determined by the Operational Board.

ARTICLE V

BUDGET

- A. The fiscal year of the Center shall coincide with that of the County which is the calendar year.
- B. The Executive Director shall prepare a proposed annual budget for the Operational Board to consider. After the Operational Board has approved the annual budget, it shall be submitted to the McLean County Board and the Normal Town Council for final approval.
- C. Upon approval of the annual budget by the members of this Intergovernmental Agreement, the Operational Board shall have the authority to fix cost-sharing charges for all of said members in an amount sufficient to provide the funds required by the current annual budget.
 1. Billing shall commence the 1st of the month commencing February 1st of each fiscal year of the Center. Each member shall pay its share of the billing no later than 30 days after receipt.
 2. All activities of the Center will be cost shared by the members of this Intergovernmental Agreement as follows:
 - a. Each member's proportionate annual share shall be subject to and determined by Article I and II of an INTERGOVERNMENTAL AGREEMENT between the CITY of BLOOMINGTON, TOWN of NORMAL, COUNTY of McLEAN and EMERGENCY TELEPHONE SYSTEM BOARD which terminated the City of Bloomington's membership in METCOM.
 - b. Commencing on January 1, 2009, each member's proportionate annual share shall be based upon its population as determined by the most recent U.S. Census, except that the County's proportionate share shall be based upon the population of the County minus the populations of the City of Bloomington and the Town of Normal.
 3. Each member of this Intergovernmental Agreement shall take all required actions to authorize the funds necessary to meet its financing obligations.
 4. After the adoption of the annual budget by the Operational Board and its approval by the members herein, the Executive Director and the Operational Board shall

make expenditures in accordance with such budget.

- a. The Operational Board shall have the power to transfer funds within the total budget amount in accordance with the law to meet unanticipated needs or to meet changed situations.
- b. Such action of the Operational Board shall be reported to the administration of each member of the Center.

ARTICLE VI

PERSONNEL

- A. All personnel employed by the Center shall be County employees subject to the supervision of the Operational Board.
- B. All personnel of the Center shall be appointed, evaluated, disciplined, promoted, demoted, and removed in accordance with the County's Personnel Policies and Procedures Ordinance unless the County and such personnel are parties to a collective bargaining agreement in which case said agreement is controlling unless otherwise provided by law.
- C. The Executive Director shall be the supervisor of all of the Center's employees.

ARTICLE VII

AUDIT

- A. An annual audit of the financial affairs of the Center shall be made by the Certified Public Accounting firm retained by the County. An audit shall be conducted at the end of each fiscal year in accordance with generally accepted accounting principles.
- B. An original copy of the annual audit report and accompanying management letter shall be delivered to each member of this Intergovernmental Agreement.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

- A. Each member of this Intergovernmental Agreement which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency or non-emergency services pursuant to a dispatch via the Center (hereinafter "Claim") shall, at such member's sole expense, indemnify and hold harmless any other member, its officers, employees and agents from any cost, expense,

attorney fees, judgment or liability of any nature when any other member is/are subject to the same Claim solely as a consequence of such other member being a member of this Center.

Additionally, in the event the Center and/or its Operational Board, Executive Director, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of a member's personnel in responding to a dispatch by the Center, such member shall, at its sole expense, indemnify and hold harmless from any cost, expense, attorney fees, judgments or liability of any nature the Center and/or its Operational Board, Executive Director, officers, employees, and agents unless it is determined that the Operational Board, Executive Director, officers, employees and agents of the Center acted in a willful and wanton negligent manner in connection with dispatching the personnel of the member of this Intergovernmental Agreement.

- B. In the event that a member should file suit or an action against the Center, all representatives of that member shall be prohibited from attending any meetings or discussions or having access to the results of such meetings or discussions related to the defense of the suit or action. The member's representatives shall have no direct access to any written communication concerning the matter except by legal process; and no representatives of the member shall be allowed to vote on any issue related to the suit or action.
- C. The Center, through its Operational Board, is authorized to obtain insurance for but not limited to fire, casualty, tort and civil rights liability and public official's bond. Each member of this Intergovernmental Agreement shall pay 50% of the total cost of such insurance.

ARTICLE IX

TERMINATION AND DISSOLUTION

- A. Any member of this Intergovernmental Agreement may terminate its membership subject to the following provisions:
 - 1. Such terminating member shall give written notice of its intent to terminate in the form of a certified copy of a Resolution passed by its governing authority to the other members of this Intergovernmental Agreement. A copy of the Resolution shall also be given to the Operational Board and the Executive Director of the Center.
 - 2. If a member is in breach of this Intergovernmental Agreement after thirty (30) days written notice of such breach has been given to such breaching member by the Operational Board, such breach shall constitute de facto notice of the breaching

member's notice to terminate its membership.

3. Termination of a member shall also constitute termination of its representative to the Operational Board.
4. The terminating member shall forfeit any and all interest, right, or title to the Center's property and assets of any kind whatsoever.
5. The terminating member shall be liable for all costs incurred by the Center as a result of the member's termination which include, but is not necessarily limited to attorney fees, court costs and interest on late payment of obligations.

B. Upon any such notice of termination:

1. Termination shall not take effect for a period of one (1) year from the first day of the Center's fiscal year next following such notice.
2. Upon the effective date of termination, such terminating member shall continue to be responsible for:
 - a. One Hundred Percent (100%) of its pro rata share of any unpaid obligations to the date of termination;
 - b. One Hundred Percent (100%) of its pro rata share of any contractual or lease obligations of the Center which were incurred during the period of time it was a member;
 - c. For any contractual obligations it has separately signed with the Center.

C. Upon the adoption of an Ordinance by a majority of the participating members to dissolve this Intergovernmental Agreement and cooperative venture, the Center shall be terminated and dissolved in accordance with the following:

1. Upon such termination and dissolution, and payment of all debts, all individual files and documentation shall be distributed to the member which has jurisdiction over the subject matter of the file or documentation without charge.
2. With the exception of the METCOM building located at 2411 East Empire Street, Bloomington, IL, the fixed assets of the Center shall be donated, without charge, to the McLean County Emergency Telephone System Board to be used solely for the operation and maintenance of an Enhanced 9-1-1 emergency telephone system.
3. All liabilities shall be paid by the members based upon each member's pro rata share

provided in Article V, Section C, 2.

ARTICLE X

AMENDMENTS

This Intergovernmental Agreement shall be binding upon all parties unless and until amended by agreement of all parties.

ARTICLE XI

SEVERABILITY

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the agreement, or any part hereof, shall not render the remainder of this agreement invalid or unenforceable.

ARTICLE XII

EFFECTIVE DATE

This Intergovernmental Agreement shall continue in full force and effect beginning the ___ day of _____, 2006 until such time as it may be amended or revised by the same action that caused its adoption. The Intergovernmental Agreement entered into by the parties on March 10, 1997 is hereby repealed and replaced with this Agreement.

The parties hereto agree that the foregoing constitutes all of the agreement among all of the parties and in witness whereof, the parties have affixed their respective signatures on the date indicated below.

COUNTY OF McLEAN,

ATTEST:

Chairman, McLean County Board

County Clerk

Dated _____

Town of Normal,

ATTEST:

President

Town Clerk

Dated _____

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2006
Combined Annual Appropriation and Budget Ordinance
Metro McLean County Centralized Communications Center Fund 0452
MetCom Department 0030**

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

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Metro McLean County Centralized Communications Center (the "MetCom") Fund 0452; and,

WHEREAS, the unanticipated need to replace the Data Warehouse/Reporting server for the TriTech Computer Assisted Dispatch (CAD) system requires a hardware expense of \$13,700.00; and,

WHEREAS, MetCom recently received the invoice for MetCom's share of the 2006 maintenance fee for the StarCom 21 emergency radio system; and

WHEREAS, the MetCom Operations Board, at its regular meeting on November 17, 2006 voted to recommend approval of a request to appropriate \$58,700.00 from MetCom's unappropriated fund balance to purchase a new Data Warehouse/Reporting server for the TriTech Computer Assisted Dispatch (CAD) system and to pay MetCom's share of the 2006 maintenance fee for the StarCom 21 emergency radio system; and,

WHEREAS, the Justice Committee, at its regular meeting on December 4, 2006 recommended to the County Board approval of the request received from MetCom to amend the fiscal year 2006 adopted budget for MetCom to purchase a new Data Warehouse/Reporting server for the TriTech Computer Assisted Dispatch (CAD) system and to pay MetCom's share of the 2006 maintenance fee for the StarCom 21 emergency radio system by appropriating \$58,700.00 from the unappropriated fund balance of Fund 0452; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the MetCom Fund 0452 in the amount of \$58,700.00 and to amend the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MetCom			
Unappropriated Fund Balance			
0452-0030-0090-0400.0000	\$ 0.00	\$ 58,700.00	\$ 58,700.00

2. That the County Auditor is directed to amend the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriations in the MetCom Fund 0452, MetCom Department 0030:

(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MetCom Radio/Communications Equipment Maintenance 0452-0030-0090-0743.0001	\$ 79,750.00	\$ 45,000.00	\$124,750.00
MetCom Computer Equipment Purchase 0452-0030-0090-0833.0002	\$ 15,000.00	\$ 13,700.00	\$ 28,700.00
TOTAL:		\$ 58,700.00	

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Director of MetCom and the County Administrator.

ADOPTED by the McLean County Board this 19th day of December, 2006.

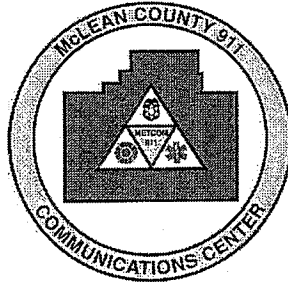
ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

E:/John/cobd/EA_METCOM_JUSTICEDEC0406.ORD



MEMORANDUM

TO: Metcom Operational Board
FROM: A.W. Cannon
RE: Fund Balance Request
DATE: 11/13/06

I would like to make a request to utilize funds from the current Metcom Fund Balance. That balance is at \$397,638 currently.

The first item is to pay the 2006 Starcom Radio Maintenance fee. At the time the 2006 budget was created, it was unknown what the maintenance fee was going to be for Metcom, if any at all. We did receive a bill for \$45,000.

The second item is to pay for a new server for the TriTech Network. This machine serves as the Data Warehouse/Reporting server. ETSB had initially agreed to include funds in their 2007 Budget to purchase this machine however, the current server has failed and we have been forced to purchase this machine early. I made a request to ETSB to purchase the server for us, but that request was denied. The cost of the Server is \$13,700.

Total request from Fund Balance is \$58,700.