

Proceedings  
of the  
County Board  
of  
McLean County,  
Illinois

December 18, 2006

*Subject to approval at  
January 16, 2007  
County Board Meeting*



**Table of Contents**

	Page(s)
<b>Meeting Minutes Begin (December 19, 2006)</b> .....	<b>1-2</b>
<b>Consent Agenda</b> .....	<b>3-110</b>
Highway Department.....	7-8
Building and Zoning.....	9-14
Executive Committee .....	15-19
Finance Committee .....	20-55
Justice Committee.....	56-97
Property Committee.....	98-103
Reappointments.....	104-108
Appointments.....	109-110
<b>Executive Committee</b> .....	<b>111-114</b>
Ordinance – Establishing County Board Meeting Dates.....	111-112
Ordinance – Establishing Holiday Schedule for County Employees for the Year 2007 .....	113-114
<b>Transportation Committee</b> .....	<b>114</b>
<b>Property Committee</b> .....	<b>115-122</b>
Attachment – No. 16 to Amendment to Lease and Operation and Maintenance Agreement .....	115
Agreement – Lease and Contract Extension No. 4 – Facilities Management .....	116
Attachment – No. 5 to Amendment to Lease and Operation and Maintenance Agreement .....	117
Request – Award Bid for Electrical Energy Service – Facilities Management .....	118-122
<b>Justice Committee</b> .....	<b>129-173</b>
Emergency Appropriation – Coroner’s Office Accept Funds – Death Certificate Surcharge Fund.....	123-124
Emergency Appropriation – Coroner’s Office Accept Funds – Funeral Directors Association.....	125-126
Intergovernmental Agreement – Creating the MetCom Centralized Communications Center .....	127-134
Emergency Appropriation – McLean County Centralized Communications Center Fund 0452 .....	135-136
Contract – Lease of Space in Juvenile Detention Center – Ford/McLean Counties.....	137-141
Request – Juvenile Accountability Incentive Block Grant, Agreement #503603.....	142-167
Request – McLean County Emergency Operations Plan – EMA.....	168-171
Emergency Appropriation – Sheriff’s Department Accept Grant – Wal-Mart.....	172-173
<b>Land Use and Development Committee</b> .....	<b>173</b>
<b>Finance Committee</b> .....	<b>174-197</b>
Emergency Appropriation – Health Department Fund 0012 – Drug Court .....	174-176
Request – Proposed 2007 Private Pay Rate – Nursing Home .....	177-178
Resolution – Amending FY 2007 FTE Positions Resolution – Sheriff’s Department .....	179
Resolution – Authorizing Sheriff to Offer Salary above the Starting Maximum Salary.....	180-181
Ordinance – Amending Personnel Policies and Procedures Ordinance – County Administrator’s Office.....	182
Resolution – Approving General Compensation Plan for Non-Union Employees .....	183-197
<b>Report of the County Administrator</b> .....	<b>198</b>
<b>Other Business and Communication</b> .....	<b>198</b>
<b>Approval of Bills</b> .....	<b>199</b>
<b>Adjournment</b> .....	<b>200</b>

## **December 19, 2006**

The McLean County Board met on Tuesday, December 19, 2006 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Vice-Chairman Matthew Sorensen presiding.

Invocation was given by Member Gordon and was followed by the Pledge of Allegiance.

### **The following Members answered to roll call:**

Members Terry Baggett\*, Duffy Bass, Diane Bostic, John Butler, William Caisley, Don Cavallini, Rick Dean, George Gordon, Ann Harding, Stan Hoselton, Duane Moss, Robert Nuckolls, Benjamin Owens, Bette Rackauskas, Tari Renner, Paul Segobiano, and Matt Sorensen.

\*Late

### **The following Members were absent:**

Members David Selzer and Michael Sweeney.

### **Appearance by Members of the Public and County Employees:**

Clayton James, Chairman, Veterans Assistance Commission of McLean County, stated the following: it is a pleasure to be here this morning. The reason I am here this morning is I am retiring next year. I have been a volunteer for the Veterans Assistance Commission here in McLean County for 11 years. Like many other soldiers who got out of the service in 1972 I didn't quite get into veterans affairs – not right away. I got into family work and things like that. In 1976, I had an opportunity to go to a Welcome Home in Chicago with a friend of mine, Dan Beard, from the VFW 454. Little did I know what was about to happen when I went to this Welcome Home. I came back and started getting involved in veterans' affairs in McLean County, starting with low-level stuff. Eventually I ended up at the VAC Office and I have been there now for 11 years. I am the Chairman for the VAC Office, elected by the veterans' representatives from all of the chapters in McLean County. Mike Herrin from Colfax is my successor. I am stepping down as of the 31<sup>st</sup> of this month. I came here this morning to thank you for allowing me to be a representative from our veterans' organization, representing the veterans of McLean County. We have done a lot of work in this County for veterans' affairs. We have gone from the little office we used to have in the courthouse, to the basement of the McBarnes Building, and now to our office across the street. It took some time to get things done to the VAC Office. Now we have a new superintendent, Jerry Vogler, who has been involved in the Veterans Assistance for many years. You couldn't ask for a better person to represent the veterans, to represent you, or to execute everything that needs to be done in that office. He and the other representatives from the chapters saw that everything was carried out. As you know, the VAC Office has done a lot for the veterans of the County. I am going to give you some numbers that we, even though it is not the end of the year, have compiled. Our budget this year was \$56,000 and, as of today, we are currently at \$54,414.41, so it looks like we are going to come under budget. We have assisted a lot of veterans not only with their needs in the County for either assistance for utilities, food, medical, but also assisted veterans with the DD214 and the 1010 EZ forms. We have been trying to get them to go to Peoria or to

Danville to get assistance with whatever medical help that they need. Besides helping the veterans of McLean County, we assist them throughout the State of Illinois. I have come up here to thank you for all of the work that you have done for us. I want to thank John Zeunik and Terry Lindberg for their help as well as the County Finance Committee. We appreciate your contributions and everything you have done for us. It has made our job much easier and a lot more rewarding. I step down knowing that I have done something for the County other than doing something for myself. That is what it is all about – helping others. I appreciate your support and I will still be assisting veterans as much as I can. I am looking forward to retirement and, again, thank you for assisting the Veterans Assistance Commission. Vice-Chairman Sorensen stated the following: I know I speak for all of the residents of McLean County, all the veterans, and certainly this Board in appreciation of your 11 years of leadership and service. Larry Daghe our Regional Superintendent of Schools has notified us that he won't be able to be here today and intends to be at the January meeting.

**Consent Agenda:**

Vice-Chairman Sorensen asked if there were any items to be amended or removed from the Consent Agenda. No requests were made at this time.

The Consent Agenda read as follows:

Consent Agenda:

- A. Approval of the Proceedings of the County Board, November 21, 2006
- B. County Highway Department – Jack Mitchell, County Engineer
  - 1) Request Approval of 2007 County MFT Maintenance Resolution
  - 2) Request Approval of 2007 County Engineer MFT Appropriating Resolution
- C. Building and Zoning – Phil Dick, Director
  - 1) Zoning Cases:
    - a) Request Approval of the application in case SU-06-22 for a special use to allow an Agriculture Tourism facility in the Agriculture District on property which is located in Dry Grove and Normal Townships at 2650 Ropp Road, Normal, IL and 17 acres across the road from this address.
    - b) Request Approval of the application in case SU-06-23 for a dog kennel in the Agriculture District on property which is located in Dry Grove Township at 8469 E 1950 North Road, Bloomington, IL.
    - c) Request Approval of the application of Old Trail Wind Farm, LLC in case SU-06-24 to amend a special use that allowed a Major Utility (Wind Farm) in case SU-05-09 to allow an electrical substation in the Agriculture District on property which is located in Arrowsmith Township immediately east of 3500 East Road and approximately 1/2 mile north of 1200 North Road.
  - 2) Subdivision Cases:
    - None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
  - 1) Executive Committee
    - a) Request Approval to Award Bid for Purchase of IBM AS/400 Server Financial/Budgetary System - Information Services

2)

Finance Committee

- a) Request Approval of Service Agreement between Cannon Cochran Management Services Inc. and McLean County - Risk Management
- b) Request Approval to Apply for a Grant from the Long Term Care Division of the Illinois Department of Public Health - Nursing Home

3) Justice Committee

- a) Request Approval of Contract with OSF Healthcare Systems for Physician Services with McLean County Juvenile Detention Center - Court Services
- b) Request Approval of a Contract for Counseling Services with Ms. Cathy Vogel for the McLean County Juvenile Detention Facility - Court Services
- c) 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 - Correctional Health Services
- d) 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 - Correctional Health Services
- e) 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 - Correctional Health Services
- f) 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 - Correctional Health Services
- g) Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender's Office - Public Defender's Office
- h) Request Approval to Apply for a Mental Health Court Planning Grant through the U.S. Department of Justice – Court Services

- 3) Property Committee
  - a) Request Approval of an Alternate Bid from  
CB Kramer Sales and Service for the purchase  
of a replacement boiler for the McLean County  
Nursing Home - Nursing Home

F. Chairman's Appointments with the Advice and Consent of the County Board:

1) REAPPOINTMENTS:

**EMERGENCY TELEPHONE SYSTEMS BOARD**

Chief Roger Aiken  
305 S. East Street  
PO Box 3157  
Bloomington, IL 61702-3157  
(Four-year term to expire on January 11, 2011)

**McLEAN COUNTY REGIONAL PLANNING COMMISSION**

Christine Brauer  
13963 N. Rengel Drive  
RR 3, Box 546  
Bloomington, IL 61704  
(Three-year term to expire on December 31, 2009)

**McLEAN COUNTY ZONING BOARD OF APPEALS**

Mr. Michael E. Kuritz  
708 Trimmer Drive  
P.O. Box 243  
Hudson, IL 61748  
(Five-year term to expire on January 1, 2012)

**McLEAN COUNTY ZONING BOARD OF APPEALS**

Mr. Jerry L. Hoffman  
20411 N. 350 East Road  
Danvers, IL 61732  
(Five-year term to expire on January 1, 2012)

**McLEAN COUNTY ZONING BOARD OF APPEALS**

Mr. Joe Elble  
25262 Arrowhead Lane  
Hudson, IL 61748  
(Five-year term to expire on January 1, 2012)

2) APPOINTMENTS:

**McLEAN COUNTY BOARD OF HEALTH**

Mr. Duane Moss

1402 Essex Court

Normal, IL 61761

(To complete a Three-year term to expire on June 30, 2008)

**EMERGENCY TELEPHONE SYSTEMS BOARD**

Sheriff Mike Emery

104 W. Front Street

Bloomington, IL 61702-2400

(To complete four-year term to expire January, 2009)

3) RESIGNATIONS

G. Approval of Resolutions of Congratulations and Commendation





RESOLVED, by the County board of McLean County, that \$1,900,000.00 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code during the year ending December 31, 2007, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

[Handwritten signature of Michael F. Sweeney]

Michael F. Sweeney, McLean County Board Chairman (date)

Authorized MFT Expenditure

STATE OF ILLINOIS

McLean County, } ss.

I, Peggy Ann Milton County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Date

McLean County, at its monthly

meeting held at Bloomington, IL

on December 19, 2006 Date

Department of Transportation

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington

Regional Engineer

in said County, this 19th day of December A.D. 2006

(SEAL)

[Handwritten signature of Peggy Ann Milton] County Clerk.

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS

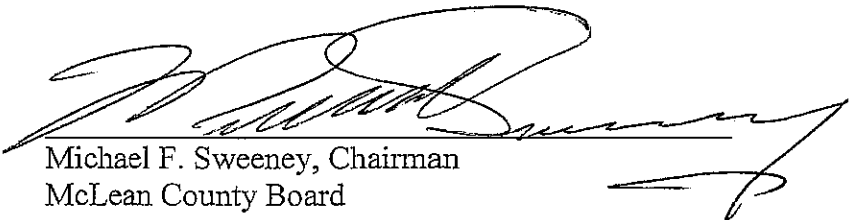
WHEREAS, the County Board of McLean County by resolution dated July 18, 2006, with the consent of the Department of Transportation, reappointed John E. Mitchell, County Engineer for McLean County for a term of six years effective August 1, 2006, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$102,317.24 per year for January 1, 2007 through December 31, 2007 and his traveling, instruction and schooling and conference expenses are estimated at \$5,200.00 per year.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of One Hundred and Seven thousand, five hundred and seventeen dollars and 24/100 (\$107,517.24) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2007 through December 19, 2007.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer's Office at Paris, Illinois.

Approved by the County Board on December 19, 2006.

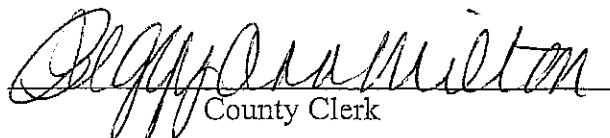
  
Michael F. Sweeney, Chairman  
McLean County Board

STATE OF ILLINOIS     ]  
  ] SS  
COUNTY OF MCLEAN    ]

I, Peggy Ann Milton, County Clerk in and for said County, in the State aforesaid and keeper of records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 19, 2006.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 19<sup>th</sup> day of December, A.D. 2006.

[SEAL]

  
County Clerk

**FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS**

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Ray Ropp in case SU-06-22, part of parcel 13-12-200-009 and 14-07-100-010. He is requesting a special use to allow an Agriculture Tourism facility in the Agriculture District, on property which is part of the NE¼ of Section 12, Township 24N, Range 1E and in the NW ¼ of Section 7, Township 24N, Range 2E of the 3<sup>rd</sup> P.M.; and is located in Dry Grove and Normal Townships at 2650 Ropp Road, Normal, IL and 17 acres across the road from this address.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on December 5, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The proposed Agriculture Tourism facility is on 107 acres of land that is used for agriculture. The area of the proposed agriculture tourism facility has 301 feet of frontage on the east side of County Highway 39 (Ropp Road). The property is relatively flat and drains to the southwest.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District. The property to the north, south and west is in part crop production and in part a single family residence. The land to the east is in crop production.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is currently selling cheese that is produced on this 90 acre farm tract. The Zoning Ordinance allows farmers to sell their products grown and processed from their farm. The applicant is proposing to build an Agricultural Tourism facility that will allow a limited amount of items that can be sold that are not processed or produced from the farm property. The applicant is only allowed to sell limited small accessory gift related items that relate to the farm business name or logo. The applicant is proposing to sell ice cream cones, cakes, sandwiches, and bars by the serving. The applicant is proposing a hay rack ride and a corn maze that will take customers from the main facility on the east side of Ropp Road to a riding area on the west side of the road. The applicant is proposing to set up garden stands for local farmers to sell their locally grown produce. The applicant is also proposing a calf petting and feeding area to the north of the cheese store. The applicant will need to keep this proposed special use on a minimum of forty acres.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The surrounding properties that are in crop production will continue to be desirable for such use. Nearby properties that have single family residences on them will continue to be desirable for such use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed facility will be adjacent to properties that are used for crop production and land that is used for single family residences. Nearby land that is suitable for crop production will continue to be suitable for such use. Nearby land that is used for single family residences will also continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The property has approximately 301 feet on the east side of Ropp Road (County Highway 39). The Health Department has indicated that they are okay with the proposed plan. The Health Department will continue to inspect and review the food handling process. The Carlock Fire District will provide fire protection for the subject property.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe site distance can be provided at the proposed entrances. The applicant has obtained approval from the County Highway Department to use existing entrances from County Highway 39 for the proposed use.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The preamble states "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are such a nature that their location away from residential, commercial and industrial areas is most desirable"
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided the Agriculture Tourism facility remains on a minimum of forty acre tract and provided that development follows the plans and documents submitted with the application.

Therefore this Board recommends that a special use be granted on the property described above to allow an Agriculture Tourism facility in the Agriculture District according to the above described conditions.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Kinsella was absent.

Respectfully submitted this 5<sup>th</sup> day of December 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Sonya Torres-Van Hook in case SU-06-23, parcel 13-04-300-002. She is requesting a dog kennel in the Agriculture District, on property which is part of the southwest ¼ of Section 4, Township 24N, Range 1E of the 3<sup>rd</sup> P.M.; and is located in Dry Grove Township at 8469 E 1950 North Road, Bloomington, IL.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on December 5, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The proposed kennel is on a 6 acre property that contains a single family residence. The property has approximately 640 feet of frontage on the south side of 1950 North Road, an oil and chip road 17 feet in width. The property is relatively flat and drains to the north and west.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District. The property to the north and east is in crop production and includes single family residences. The land to the south across a railroad right-of-way is in crop production. The land to the west is in crop production.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The property contains a barn that the applicant will use to shelter her dogs. The applicant is proposing a maximum of 14 dogs on this six acre parcel. The applicant breeds and sells Miniature Australian Shepards. The applicant stated that this facility will not be a boarding facility. The applicant will need to obtain a permit from the Illinois Department of Agriculture for this facility.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The property is an isolated tract, triangular in shape that has railroad tracks along the southwest boundary, crop production and a residence across the road along the north boundary and crop production along the east boundary. The proposed kennel facility will not likely have an adverse affect on the surrounding properties.
3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The proposed kennel facility will be located on a relatively large six acre tract. Nearby land that is suitable for crop production will continue to be suitable for such use.

4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The dwelling is served by private well and septic system that has been approved by the County Health Department.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. It appears that safe sight distance can be provided at the existing entrance.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided the applicant obtains a permit from the Illinois Department of Agriculture for this facility, provided a maximum of 14 dogs are allowed on this property and provided that development follows the plans and documents submitted with the application.

Therefore this Board recommends that a special use be granted on the property described above to allow a dog kennel in the Agriculture District according to the above described conditions.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Kinsella was absent.

Respectfully submitted this 5<sup>th</sup> day of December 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
\_\_\_\_\_  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz

FINDINGS OF FACT AND RECOMMENDATION  
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Old Trail Wind Farm, LLC in case SU-06-24, parcel 24-12-300-002. They are requesting to amend a special use that allowed a Major Utility (Wind Farm) in case SU-05-09 to allow an electrical substation in the Agriculture District on property which is in the west ½ of Section 12, Township 23N, Range 5E of the 3<sup>rd</sup> P.M.; and is located in Arrowsmith Township immediately east of 3500 East Road and approximately ½ mile north of 1200 North Road.

After due notice, as required by law, the Zoning Board of Appeals held a public hearing in this case on December 5, 2006 in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

**PHYSICAL LAYOUT** – The subject property is five acres in area that is currently in crop production. The property has approximately 361 feet of frontage on the east side of 3500 East Road, a gravel road 14 feet in width. The property is relatively flat and drains to the southwest.

**SURROUNDING ZONING AND LAND USES** - The property is surrounded by land in the A-Agriculture District that is used for crop production.

**LAND EVALUATION AND SITE ASSESSMENT (LESA)** - A LESA analysis was completed for the site for the proposed electric substation. The soils score was 108 out of 125 points. The site assessment score was 125 out of 175 points. The total LESA score was 233 points out of 300. A score of 225 points and above means the property is of high value for agricultural land protection.

**ANALYSIS OF STANDARDS** - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

**STANDARDS FOR RECOMMENDING:**

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The applicant is proposing to locate an electrical substation on five acres in section 12 of Arrowsmith Township. The substation will connect to turbines of the Old Trail Wind Farm that have been approved in case SU-05-09. The proposed substation will be in a centrally located part of phase two. Phase two will begin next year and consists of 120 wind turbines out of a total of 240 for the whole wind farm project. The property is surrounded by approximately 16 turbine sites that will be built next year as part of phase two. The nearest residence to the proposed substation is 2355 feet. The applicant has submitted a noise study which concludes that the proposed substation will not be audible at any distance above 1000 feet. Greg Zak, the person who completed the noise study, indicated that the proposed substation will meet noise requirements of the Illinois Environmental Protection Agency for a residential use at a distance of 104 feet from the proposed electrical substation.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. The surrounding property that is currently used for crop production will continue to be desirable for such. The land not needed for the substation will be leased, at a nominal rate, to the person who farms the adjacent property.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. Nearby land that is suitable for crop production will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The substation is approximately 1½ miles south of Route 9 and has 361 feet of frontage on the east side of 3500 East Road
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The applicant has obtained a road agreement with the County and the three townships that are involved with the Horizon Wind Farm project and the Arrowsmith Road Commissioner has approved an entrance for the proposed substation.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met. The intent of the Agricultural District states, "Provide for the location and govern the establishment and operation of land uses which are compatible with agriculture and are of such a nature that their location away from residential, commercial and industrial areas is most desirable."
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance, provided that development follows the plans and documents submitted with the application.

Therefore this Board recommends that a special use be granted to allow the amendment of special use case SU-05-09 to allow an electrical substation in the Agriculture District on the property described above.

**ROLL CALL VOTE UNANIMOUS** - The roll call vote was six members for the motion to recommend granting, none opposed and Member Kinsella was absent.

Respectfully submitted this 5<sup>th</sup> day of December 2006, McLean County Zoning Board of Appeals

Sally Rudolph  
Chair

Sally Rudolph, Chair  
Drake Zimmerman  
James Finnigan  
Joe Elble  
Jerry Hoffman  
Michael Kuritz





**McLEAN COUNTY BOARD**

(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

December 13, 2006

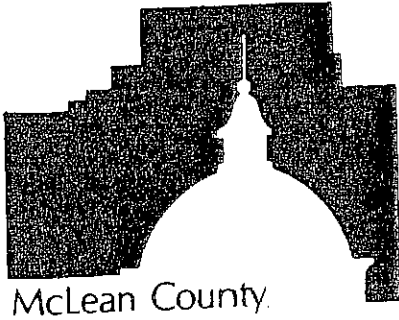
To the Honorable Chairman and Members of the McLean County Board:

Your EXECUTIVE COMMITTEE herewith respectively recommends approval of the request received from the Director of Information Services to approve the bid award for the purchase of a new IBM AS/400 (IBM I-Series 520. Based on an evaluation of the bid submitted, Information Services further recommends the award of the bid to Levi, Ray, and Shoup, 2401 West Monroe Street, Springfield, Illinois. Funds for this purchase have been budgeted and appropriated in the Fiscal Year 2007 Budget for the Information Services Department.

Respectfully submitted,

The EXECUTIVE COMMITTEE of the McLEAN COUNTY BOARD

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Cathy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval to Purchase Server for Financials/Budgetary System**

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

Information Services respectfully request that the purchase of a new production server be awarded to Levi, Ray & Shoup (LRS). The machine offered by Levi, Ray & Shoup is the latest AS/400 (or IBM I-series 520) currently available.

All bid procedures were followed, including publication in the Pantagraph (Sunday paper). An effort was made to involve multiple bidders but only one bid was received by Information Services. Monies for this purchase have been budgeted in the FY 2007 budget.

The bid was placed as four separate items.

Item #1 represents the actual machine, Item #2 represents the Software Subscription (Operating System), Item #3 represents operational support, Item #4 operational maintenance and Item #5 the migration of data and the operating system.

Prices received are as follows:

Description	LRS
Item 1	\$40,298
Item 2	\$5,862
Item 3	Incl. in Item 2
Item 4	\$6,867
<b>Total</b>	<b>\$53,027</b>
Item 5 (migration)	\$135/hr

LRS has proved themselves a responsible and responsive bidder for McLean County Information Services in the past. Information Services has no objections to the exceptions noted in the bid (attached).

I welcome any questions or comment you may have.

Respectfully submitted,

Craig Nelson  
Director, McLean County Information Services

**McLean County  
Information Services Department  
115 E. Washington Street  
Bloomington, IL 61701**

**REQUEST FOR PROPOSALS  
On  
Computer Equipment - 002 (County Production Server)**

**Levi, Ray & Shoup response to McLean County RFP**

**EXCEPTIONS TO PROPOSAL CONTRACT TERMS AND CONDITIONS**

Levi, Ray & Shoup, Inc. (Vendor) agrees with the McLean County (Owner), Computer Equipment-002 (County Production Server) Request for Proposals terms and conditions (Contract) with the following exceptions:

3.2.3.A	Add the word "tangible" before each occurrence of the word "property" in the Section.
4.5.1 4.5.2 4.5.3	Replace Sections 4.5.1, 4.5.2 and 4.5.3 with the following: "The Vendor agrees to assume all risk of loss and to indemnify and hold the Owner, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, resulting from the negligence or misconduct of Vendor, its employees, agents or subcontractors in the performance of this contract resulting in: bodily injuries to persons (including death); loss of, damage to, or destruction of real and/or tangible personal property (including property of the Owner). Vendor shall assume risk of loss until delivery to the Owner's facility. Vendor shall do nothing to prejudice the Owner's right to recover against third parties for any loss, destruction or damage to Owner property, and shall at the Owner's request and expense furnish to the Owner reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Owner in obtaining recovery."
4.8.1 4.8.2 4.13.3 9 10.0 10.1 10.2	Replace Sections 4.8.1, 4.8.2, 4.13.3, 9, 10.0, 10.1 and 10.2 with the following: "Vendor is providing services hereunder in a workman-like manner using reasonable care and skill. Vendor is not the manufacturer of the products and makes no warranties or certifications whatsoever concerning them. However, the manufacturer may provide warranties directly to the Owner. <b>VENDOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING PRODUCTS OR SERVICES INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OR OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.</b> "
8.0	Delete the last sentence of the Section.
10.3	Delete Section 10.3—Any agreement as to replacement parts shall be made directly between the manufacturer and Owner.
10.4	Delete Section 10.4—Any issue as to warranty costs and costs associated with warranty replacement shipments shall be addressed directly by the manufacturer and Owner.
10.7	Add the following as Section 10.7: <b>"VENDOR'S TOTAL LIABILITY FOR DAMAGES UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), SHALL BE LIMITED TO THE AMOUNT OF COMPENSATION ACTUALLY PAID TO THE VENDOR BY THE OWNER UNDER THE CONTRACT. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR DAMAGES FOR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOSS OF FEDERAL FUNDING, LOSS OF DATA, LOSS OF USE) THAT MIGHT OCCUR AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS CONTRACT OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS CONTRACT."</b>

**McLean County  
Information Services Department  
115 E. Washington Street  
Bloomington, IL 61701**

**REQUEST FOR PROPOSALS  
On  
Computer Equipment - 002 (County Production Server)**

**Levi, Ray & Shoup response to McLean County RFP**

**Summary Sheet**

**Instructions:**

Fill out this form only for the Items that are being proposed. The **Cost - Unit** is the price per unit. **Cost - Extended** is the **Quantity** times the **Cost - Unit**. Place a "Y" under **Exception** if you have deviated from the Item's specification. Fully explain the exception on a separate page and attach to this summary sheet. Please attach product specification for all hardware items, if available. Reference Item number on each attachment for ease of identification and clarification.

The inclusion of a list of the materials used to meet each Item's specifications would be expected and beneficial in the evaluation of this **Proposal**.

COST					
Item	Description	Quantity	Unit	Extended	Exception
01	Production Server	1	\$ 40,298	\$ 40,298	Y
02	Production Server Software Subscription	1	\$ 5,862	\$ 5,862	Y
03	Production Server Operational Support	1	included in item 02		Y
04	Production Server Operational Maintenance	1	\$ 6,867	\$ 6,867	
05	Production Server Data and OS Migration		\$135/hour	TBD	

Prices are valid through January 31, 2007.

McLean County  
Information Services Department  
115 E. Washington Street  
Bloomington, IL 61701

REQUEST FOR PROPOSALS  
On  
Computer Equipment - 002 (County Production Server)

Levi, Ray & Shoup response to McLean County RFP

Due Friday, December 1, 2006, 1:00 P.M. (CST)

Summary Sheet

(Continued)

By signing this sheet you acknowledge that you are an authorized agent of the **BIDDER** and the **BIDDER** agrees to the terms specified in the **RFP**.

Vendor Name: Levi, Ray and Shoup, Inc.

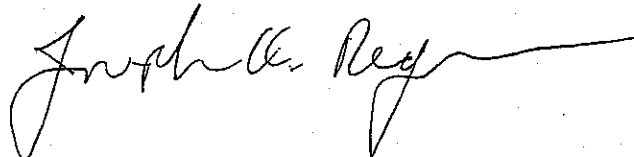
Address: 2401 W. Monroe Street

City, State and Zip: Springfield, IL 62704

Phone: (217) 793 - 3800

Printed Name of Agent: JOSEPH A. REGAN

Signature of Agent:



Title: DIRECTOR

Date: 11-30-06

**SERVICE AGREEMENT BETWEEN  
MCLEAN COUNTY AND  
CANNON COCHRAN MANAGEMENT SERVICES, INC.**

THIS SERVICE AGREEMENT is made and entered into this 1<sup>st</sup> day of January 2007, by and between McLean County (the "Client"), an authorized self-insured entity, and Cannon Cochran Management Services, Inc. ("CCMSI"), a Delaware corporation. It is agreed between the parties hereto as follows:

- A. **APPOINTMENT OF CCMSI.** The Client hereby appoints CCMSI, and CCMSI hereby agrees to serve, as Third Party Administrator ("Administrator") of the Client's self-insurance program created and existing under the State of Illinois ("State") Self-Insurance Regulations.
- B. **FUNCTIONS OF CCMSI.** During the term of this Agreement, the regular functions of CCMSI as the Client's Administrator shall include the following:
1. **Claim Administration.**
    - (a) **Claim Management and Administration.** In compliance with its Best Practices, CCMSI will manage and administer all claims of the Client that occur during the period of this Agreement. All claim payments shall be made with Client funds. CCMSI will act on behalf of Client in handling, monitoring, investigating, overseeing and adjusting all such actual and alleged claims.
    - (b) **Claim Settlement.** CCMSI will settle claims of the Client with Client funds in accordance with reasonable limits and guidelines established with the Client.
    - (c) **Claim Reserves.** CCMSI will recommend reserves for unpaid reported claims and unpaid claim expenses.
    - (d) **Allocated Claim Expenses.** CCMSI will pay all Allocated Claim Expenses with Client Funds. Allocated Claim Expenses are charges for services provided in connection with specific claims by persons or firms which are eligible claim expenses under the Client's program. Notwithstanding the foregoing, Allocated Claim Expenses will include all expenses incurred in connection with the investigation, adjustment, settlement or defense of Client claims, even if such expenses are incurred by CCMSI. Allocated Claim Expenses will include, but not be limited to, charges for:
      - 1) Independent medical examinations of claimants;
      - 2) Managed care expenses, which include the services provided by comp mc™, CCMSI's proprietary managed care program. Examples of managed care expenses includes but is not limited to state fee schedule, PPO net works, utilization review, nurse case management, medical bill audits and medical bill review;
      - 3) Fraud detection expenses, such as surveillance, which include the services provided by FIRE, CCMSI's proprietary Special Investigation Unit (SIU), and other related expenses associated with the detection, reporting and prosecution of fraudulent claims, including legal fees;
      - 4) Attorneys, experts and special process servers;



- 5) Court costs, fees, interest and expenses;
- 6) Depositions, court reporters and recorded statements;
- 7) Independent adjusters and appraisers;
- 8) Index bureau and OFAC (Office of Foreign Assets Control) charges;
- 9) Electronic Data Interchanges, EDI, charges if required by State law;
- 10) CCMSI personnel, at their customary rate or charge, but only with respect to claims outside the State and only if such customary rate is communicated to the Client prior to incurring such cost;
- 11) Actual reasonable expenses incurred by CCMSI employees outside the State for meals, travel, and lodging in conjunction with claim management;
- 12) Police, weather and fire report charges that are related to claims being administered under Client's program;
- 13) Charges associated with accident reconstruction, cause and origin investigations, etc.;
- 14) Charges for medical records, personnel documents, and other documents necessary for adjudication of claims under Client's program;
- 15) Charges associated with Medicare Set-Aside Allocations; and
- 16) Other expenses normally recognized as ALAE by industry standards.

(e) Subrogation. CCMSI will monitor claims for subrogation

(f) Provision of Reports. CCMSI agrees to provide reports to the Client as specified in the Schedule of Reports attached hereto as Exhibit A.

2. Risk Management Services. CCMSI will provide the Client with additional Risk Management Services not contemplated in the Agreement upon mutual agreement of the parties. The Schedule of additional Risk Management Services to be provided is attached hereto as Exhibit B.
3. Loss Control Services. CCMSI will provide the Client loss control services upon mutual agreement of the parties. The Client shall remain fully responsible for the implementation and operation of its own safety programs and for the detection and elimination of any unsafe conditions or practices. The Schedule of Loss Control Services to be provided is attached hereto as Exhibit C.
4. Managed Care Services. CCMSI will provide the Client with managed care services (comp mc™) upon mutual agreement of the parties. The Schedule of Managed Care Services to be provided is attached hereto as Exhibit D.

**C. CLIENT RESPONSIBILITIES**. Client agrees to:

1. Report all claims, incidents, reports or correspondence relating to potential claims in a timely manner.

2. Reasonably cooperate in the disposition of all claims.
3. Provide adequate funds to pay all claims and expenses in a timely manner.
4. Respond to reasonable information requests in a timely manner.
5. Provide a complete copy of current excess or other insurance policies, including endorsements and audits, applicable to Client's self-insurance program.
6. Promptly pay CCMSI's fees.

**D. OPERATING EXPENSES.** The Client agrees to be responsible for and pay all of its own operating expenses other than service obligations of CCMSI. Such operating expenses shall include but not be limited to charges for the following:

1. All costs associated with Client meeting its State security and licensing requirements;
2. Certified Public Accountants
3. Attorneys, other than provided for in Section B.1. (d) 3) and B.1. (d) 4) of this Agreement;
4. Outside consultants, actuarial services or studies and State audits;
5. Independent payroll audits;
6. Allocated Claims Expenses incurred pursuant to Section B. 1. (d) of this Agreement;
7. All applicable regulatory fees and taxes;
8. Educational and/or promotional material, industry-specific loss control material, customized forms and/or stationery, supplies and extraordinary postage, such as bulk mailing, express mail or messenger service.
9. National Council on Compensation Insurance, NCCI, charges;
10. Excess and other insurance premiums;
11. Costs associated with the development, record keeping and filing of fraud statistics and plans, but only if required by any State or regulatory authority having jurisdiction over Client;
12. Other operating costs as normally incurred by the Client.

**E. BOOKS AND RECORDS.**

1. (a) CCMSI shall maintain all claim information relating specifically to the Client which is necessary to the performance of CCMSI's obligations under this Agreement (the "Records"). The Records shall remain at all times the sole property of the Client.
- (b) The Records shall not include any manuals, forms, files and reports, documents, customer lists, rights to solicit renewals, computer records and tapes, financial and strategic data, or information which documents CCMSI's processes, procedures and methods, or which CCMSI employs to administer programs other than the Client. The items specified in this Paragraph E. 1. (b) shall at all times be and remain the sole and exclusive property of CCMSI, and the



Client shall not have any ownership, interest, right to duplicate or right to utilize these items except for the above documentation or information that relates solely to Client's Program.

2. During the term of this Agreement, CCMSI shall provide the Client with copies of the Records, if so requested by the Client. Any reasonable costs of reproduction of the Records shall be borne by the Client. In the event this Agreement is terminated or non-renewed, Client Records will be turned over to the Client or to a successor administrator designated by the Client.
  3. CCMSI shall make the Records available for inspection by any duly authorized representative of the Client, or any governmental or regulatory authority having jurisdiction over CCMSI or the Client.
- F. **NON-SOLICITATION OF EMPLOYEES.** During the term of the Agreement and for two (2) years thereafter, the Client and CCMSI mutually agree not to recruit, solicit or hire any employee of the other without written permission.
- G. **OTHER INSURANCE.** If CCMSI places any specific or aggregate excess insurance, reinsurance, or other insurance product associated with this Agreement, then customary commissions and fees will be retained by CCMSI.

#### H. **TERM AND TERMINATION.**

1. **Term of Agreement.** The first term of this Agreement shall be for three (3) years beginning on January 1, 2007 and terminating on December 31, 2009. Unless the Agreement is terminated as set forth in paragraph H. 2., it will automatically renew for successive three (3) year terms. If there are no changes requested by either party, then the Agreement will automatically renew under the same terms and fee arrangement as the prior term.
2. **Termination of Agreement.** This Agreement may be terminated:
  - (a) By mutual agreement of the parties hereto;
  - (b) Upon expiration of the current term of this Agreement if either party has given the other at least sixty (60) days written notice of its intention to terminate as set forth in paragraph H. 1 ;
  - (c) Upon dissolution of the Client's self-insurance program whether voluntary or due to cessation of Client's authority to self-insure;
  - (d) Upon dissolution of the Client's self-insurance program due to Client insolvency or bankruptcy;
  - (e) Upon sixty (60) days written notice by either party
3. **Services Following Termination of Agreement.** Should this Agreement be terminated or non-renewed for any reason, CCMSI will cease providing services, turn over to the Client all Client files in CCMSI's possession, which shall include all open and closed files.

Upon the Client's request and subject to agreement by CCMSI, CCMSI will be paid a reasonable negotiated fee to:

- (a) Provide for continued administration of the open claim files;

- (b) Cooperate with any successor administrator in the orderly transfer of all functions, including providing a runoff listing of open claim files if desired by the Client and any other records reasonable and necessary for a successor administrator; and
  - (c) Provide an electronic transfer of data if such is feasible, with the cost of providing such borne by the Client.
- I. **SERVICE FEE PAYMENTS.** The Client shall pay to CCMSI a service fee as outlined in the Fee and Payment Schedule attached hereto as Exhibit E.
- J. **ARBITRATION.** If an irreconcilable difference of opinion or claim should arise between the Client and CCMSI as the interpreters of any matter relating to this Agreement, such matter will be submitted to mediation or arbitration as the sole remedy available to both parties. Any such mediation or arbitration will take place in the City of Bloomington, Illinois and will be conducted in accordance with the then-current rules of the American Arbitration Association.
- K. **RELATIONSHIP OF PARTIES.** With respect to the services provided by CCMSI in this Agreement, CCMSI is considered an independent contractor. Nothing in this Agreement shall be construed to create a relationship of employer/employee, partners or joint ventures between the Client and CCMSI. This Agreement is non-exclusive, and CCMSI shall have the right to perform services on behalf of other individuals, firms, corporations and entities.
- L. **INDEMNIFICATION.**
- 1. **Indemnification by Client.** The Client agrees that it will indemnify and hold harmless CCMSI and CCMSI's directors, officers, employees, agents, shareholders, subsidiaries and other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by CCMSI as a result of breach of this Agreement by the Client, or misconduct, error or omissions by the Client, or by any of the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, or other affiliates in connection with the performance of this Agreement.
  - 2. **Indemnification by CCMSI.** CCMSI agrees that it will indemnify and hold harmless the Client and the Client's trustees, directors, officers, employees, agents, shareholders, subsidiaries, members, or other affiliates from and against any and all claims, losses, liability, costs, damages and reasonable attorney's fees incurred by the Client as the result of breach of this Agreement by CCMSI or misconduct, error or omissions by CCMSI, or by any of CCMSI's directors, officers, employees, agents, shareholders, subsidiaries or other affiliates in connection with the performance of this Agreement.
- M. **CHANGE IN CIRCUMSTANCES.** In the event the adoption of any statute, rule or regulation materially changes the nature of the relationship between the parties hereto or the legal or economic premises upon which this Agreement is based, the parties hereto shall undertake good faith negotiations to amend the terms of this Agreement to account for such changes in a reasonable manner.

N. MISCELLANEOUS.

1. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to principles of conflicts of law.
2. Timing of Services. CCMSI may exercise its own reasonable judgment, within the parameters set forth herein and in compliance with State regulations, as to the time and manner in which it performs the services required hereunder. Additionally, CCMSI will be held to a standard of like administrators performing like services for customers such as Client.
3. Successors in Interest. This Agreement shall be binding upon, and inure to the benefit of, the successors in interest and permitted assigns of the parties hereto.
4. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision had been revised to the minimum extent necessary to make it valid and fully enforceable under applicable law.
5. Paragraph Headings. All paragraph headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
6. Waiver. The failure of any party to enforce any provisions of this Agreement shall not constitute a waiver by such party of any provision. A past waiver of a provision by either party shall not constitute a course of conduct or a waiver in the future with respect to that same provision.
7. Notice Provision. All notices, requests and other communications required under this Agreement shall be in writing and delivered by hand or mailed, registered or certified, return receipt requested, postage paid, or sent via a nationally recognized overnight courier to the other party at the following address:

Client: Jennifer Ho  
McLean County  
104 W. Front Street  
Bloomington, IL 61702-2400

CCMSI: Cannon Cochran Management Services, Inc.  
2 E. Main St.  
Danville, IL 61832  
Attn: Chief Operating Officer

8. File Destruction Policy. CCMSI will maintain all closed files on behalf of Client for a period of seven (7) years after the month of closure, or for as long as necessary to protect the applicable statute of limitations, whichever is longer. It is the sole responsibility of Client to advise CCMSI if files are not to be destroyed per this policy.

9. Insurance. CCMSI will purchase and maintain insurance coverages for its performance of the services contemplated in this Agreement. Minimum policy limits are as follows:

Workers Compensation – Statutory  
Professional - \$5,000,000  
General Liability - \$1,000,000 / \$2,000,000  
Umbrella - \$5,000,000

10. Entire Agreement/Amendment. This Agreement sets forth the full and final understanding of the parties hereto with respect to the matters described herein, and supersedes any and all prior agreements and understandings between them, whether written or oral. This Agreement may be amended only by written document executed by the Client and CCMSI.

Executed this 19<sup>th</sup> day of December, 2006.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: Rodney J. Golden  
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

MCLEAN COUNTY

By: [Signature]

Its: Chairman

EXHIBIT A  
SCHEDULE OF REPORTS

1. A detailed listing of all claims broken down by location, policy year and line of coverage. (MONTHLY)
2. A summary of all claims broken down by location, policy year and line of coverage. (MONTHLY)
3. A check register listing all checks issued during a reporting period. (MONTHLY)

EXHIBIT B

SCHEDULE OF RISK MANAGEMENT SERVICES

CCMSI will provide a maximum of 3 on-site visits at the client's request during each policy year that could include, but is not limited to the following:

- Account / Workers' Compensation Program Reviews
- Open Claim Strategy Reviews
- Provider Meetings
- Workers' Compensation specific training for designated employees or departments
- ICE training for designated users

EXHIBIT C

SCHEDULE OF LOSS CONTROL SERVICES

Loss control services are available at the request of the client and/or carrier at an hourly rate of \$100 per hour. Service hours include preparation time, travel time, field time and follow-up time.

EXHIBIT D

SCHEDULE OF comp mc™ SERVICES AND FEES

Provider Bill Review/Re-pricing:

- Fee Schedule Review/Re-pricing \$7.50 per bill
- Usual and Customary Review/Re-pricing - \$7.50 per bill

PPO Re-pricing Services:

- All bills involving PPO re-pricing is billed at 33% of savings

Pharmacy Network Services:

- Pharmacy Network services are billed at 33% of savings

Note: All managed care expenses/fees will be paid as an allocated expense to the claim file

The above Managed Care Services are contingent on the provision that all medical bills are being routed for review through CCMSI's Managed Care Program, comp mc™.



EXHIBIT E

FEE AND PAYMENT SCHEDULE

Life of this Agreement: 1/1/07 – 12/31/09	
Services	Fees
Claims Administration (minimum)	\$18,250 – 1 <sup>st</sup> Year \$18,798 – 2 <sup>nd</sup> Year \$19,362 – 3 <sup>rd</sup> Year
<p>CCMSI will manage all workers' compensation claims for the <b>life of this agreement</b> for an annual fee as follows:</p> <p>Claims will be analyzed by the number and type of claim on an on-going basis and priced on a per claim fee as outlined below.</p> <p><u>Workers' compensation:</u>                      Indemnity claims @ \$700 / per claim                      Medical only claims @ \$150 / per claim                      Incident/record only @ \$35 / per incident</p> <p><u>Other Lines:</u>                      Auto Liability – Bodily Injury @ \$700 / per claimant                      General Liability – Bodily Injury @ \$700 / Per claimant</p> <p>Any additional charges over the above shown minimum claims administration fee per policy period will be billed quarterly thereafter.</p> <p>CCMSI and McLean County both mutually agree that if claim trends change significantly up or down that we will meet to establish a new minimum claims administration fee at the beginning of the new policy / calendar year.</p>	
Annual Account Administration	\$1,500
<ul style="list-style-type: none"> <li>• Dedicated client service team</li> <li>• Development of specific client service requirements</li> <li>• Monthly loss reporting</li> <li>• Maximum of 3 on-site visits at the clients request during each policy year that could include, but is not limited to the following:                             <ul style="list-style-type: none"> <li>○ Account / Workers' Compensation Program Review</li> <li>○ Open Claim Strategy Reviews</li> <li>○ Provider Meetings</li> <li>○ Workers' Compensation Specific Training for designated employees or departments</li> <li>○ ICE training for designated users</li> </ul> </li> <li>• Issuance of 1099's</li> <li>• Assistance in filing of all required state forms including state mandated assessments</li> <li>• Workers' compensation claim packets/state forms</li> <li>• Preparation for, compliance with and response to regulatory audits</li> <li>• Account Management and Administration</li> </ul>	

Services	Fees
<p><b>Internet Claim Access</b></p> <p>Internet claims system access which includes:</p> <ul style="list-style-type: none"> <li>• Viewing access to all claims data</li> <li>• Risk Management statistical analysis</li> <li>• Comprehensive and complete access to claims management process</li> <li>• On-line reports</li> <li>• On-line reporting capability via the internet</li> <li>• Ability to generate OSHA 301 Form and Illinois First Report of Injury (Illinois Form 45)</li> </ul>	<p>Included</p>
<p><b>Loss Control Services</b></p> <p>Loss control services are available at the request of the client and/or carrier at an hourly rate of \$100 per hour. Service hours include preparation time, travel time, field time and follow-up time.</p>	<p>\$100 per hour</p>
<p><b>Managed Care Service</b></p> <p><u>Provider Bill Review/Re-pricing:</u></p> <ul style="list-style-type: none"> <li>• Fee Schedule Review/Re-pricing \$7.50 per bill</li> <li>• Usual and Customary Review/Re-pricing - \$7.50 per bill</li> </ul> <p><u>PPO Re-pricing Services:</u></p> <ul style="list-style-type: none"> <li>• All bills involving PPO re-pricing is billed at 33% of savings</li> </ul> <p><u>Pharmacy Network Services:</u></p> <ul style="list-style-type: none"> <li>• Pharmacy Network services are billed at 33% of savings</li> </ul> <p>Note: All managed care expenses/fees will be paid as an allocated expense to the claim file</p> <p>The above Managed Care Services are contingent on the provision that <u>all</u> medical bills are being routed for review through CCMSI's Managed Care Program, comp mc™.</p>	<p>See Data</p>
<p><b>Special System Reports</b></p> <p>CCMSI will provide special reports, (reports not currently programmed or written) for a fee of \$125 per hour for system programming time. CCMSI will provide an estimate of charges before any work will be done.</p>	<p>\$125 an hour</p>
<p><b>GRAND TOTAL</b></p>	<p>\$19,750 1<sup>st</sup> Year \$20,288 2<sup>nd</sup> Year \$20,862 3<sup>rd</sup> Year</p>
<p><b>Fee &amp; Payment Schedule</b></p> <p>The quarterly installments will be due on the first day of January, April, July, and October of each policy year.</p>	<p>Quarterly Installments</p>

Executed this 19<sup>th</sup> day of December, 2006.

CANNON COCHRAN MANAGEMENT SERVICES, INC.

By: Rodney J. Golden  
Rodney J. Golden

Its: Chief Operating Officer/Executive Vice President

MCLEAN COUNTY

By: [Signature]

Its: Chairman



**RISK MANAGEMENT OFFICE**

TEL: (309) 888-5940

FAX: (309) 888-5949

E-MAIL: [riskmgt@mclean.gov](mailto:riskmgt@mclean.gov)

104 West Front Street

P. O. Box 2400

Bloomington, IL 61702-2400

---

Memo To: Matt Sorenson, Chair  
Members, Finance Committee

From: Jennifer Ho, Risk Manager

Date: November 30, 2006

Subject: Renewal of Agreement with Canon Cochran Management Services, Inc.

I am requesting approval for the renewal of the County's service agreement with Canon Cochran Management Services, Inc, Danville, IL, for third party claims administration. This agreement will be for a period of three-years with first year costs of \$ 19,750.00 in FY 2007, with provisions to revise flat-rate charges if there are significant changes in the County 's claims experience. We have also included additional services such as meetings with specific departments to review claims or address issues that may arise.

I and other department heads have remained satisfied with the quality of performance from CCMSI staff. CCMSI has been responsive to our needs and has worked to ensure that the claims administration process is an efficient process for employees and management. Certainly the long-term relationship with CCMSI has worked to our benefit.

Should you have questions, I can be reached at 309-888-5940. I will also be available at the December meeting for questions. Thank you.

# McLEAN COUNTY - GRANT INFORMATION FORM

## General Grant Information

<b>Requesting Agency or Department:</b> McLean County Nursing Home	<b>This request is for:</b> <input checked="" type="checkbox"/> A New Grant <input type="checkbox"/> Renewal/Extension of Existing Grant
<b>Grantor:</b> Long Term Care Division Illinois Department of Public Health	<b>Grant Type:</b> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other
<b>Anticipated Grant Amount:</b> \$ 352,000	<b>Grant Funding Method:</b> <input type="checkbox"/> Reimbursement <input checked="" type="checkbox"/> Pre-Funded  <b>Expected Initial Receipt Date:</b>
<b>Anticipated Match Amount (if applicable):</b> \$ 62,889.	<b>Source of Matching Funds (if applicable):</b> Operating Funds

## Personnel and Information

<b>New personnel will be hired:</b> <input checked="" type="checkbox"/> Yes (complete chart below) <input type="checkbox"/> No	<b>A new hire will be responsible for financial reporting:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>New Personnel Expense Chart</b>	<b>Current FY</b>	<b>Current FY+1</b>	<b>Current FY+2</b>
Number of Employees:	1	1	1
Personnel Cost	\$ 70,000.	\$ 72,100.	\$ 74,263.
Fringe Benefit Cost	\$ 19,709.	\$ 21,317.	\$ 21,863.
Total Cost	\$ 89,709	\$ 93,417.	\$ 96,126.

## Additional Costs and Requirements (if applicable)

<b>Description of equipment to be purchased:</b> Laptop, laser printer/scanner/fax, LCD projector	<b>Description of subcontracting costs:</b> List/serv & telephone conferencing; educational venues; data specialist; guest speakers		
<b>Additional Costs Chart</b>	<b>Current FY</b>	<b>Current FY+1</b>	<b>Current FY+2</b>
Subcontractors	\$1000	\$10,250.	\$ 17,250.
Equipment	\$ 4000.	\$	\$
Other: Travel	\$ 1500.	\$ 25,000.	\$ 36,637.
Supplies	\$1000	\$3000.	\$4000.
Indirect Costs	\$7750.	\$11,035.	\$13,215.
Total Cost	\$ 15,250.	\$49,285.	\$71,102.

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

### Responsible Personnel for Grant Reporting and Oversight:

Department Head Signature

*Nancy Bracken*

Date

11-30-06

Grant Administrator Signature (if different)

Date

## Budget Summary

For the project period February 1, 2007 through January 31, 2010

BUDGET ITEMS	1st YEAR	2nd YEAR	3rd YEAR	AMOUNT PROVIDED BY APPLICANT	TOTAL AMOUNT REQUIRED
Personnel	70,000.	72,100.	74,263.		216,363.
Fringe Benefits	19,709.	21,317.	21,863.	62,889	
Travel	1500.	25,000.	36,637.		63,137.
Supplies	1000.	3,000.	4,000.		8000.
Equipment	4000.				4000.
Contractual	1000.	10,250	17,250.		28,500.
<b>TOTAL DIRECT COSTS</b>	<b>77,500.</b>	<b>110,350.</b>	<b>132,150.</b>		<b>320,000.</b>
<b>INDIRECT COSTS @ 10%</b>	<b>7,750.</b>	<b>11,035.</b>	<b>13,215.</b>		<b>32,000.</b>
<b>TOTAL COSTS OVERALL</b>	<b>85,250.</b>	<b>121,385.</b>	<b>145,365.</b>	<b>62,889.</b>	<b>352,000.</b>

## Person-Directed Care: One Nursing Home at a Time Narrative Budget Summary

### Personnel Salaries & Fringe Benefits

- Full-time Trainer (40 hours per week)- Oversee entire effort; Responsible for coordination of project and staff; Ensures standards of quality and standardization are met; Cost of living adjustment of 3% per year is included in salary. Employed by McLean Home; Fringe benefits that include health insurance, IMRF, FICA, vacation & sick time accrual is covered by McLean County Nursing Home.

Fringe Benefits	1st Year- 19,709.	2nd Year- 21,317.	3rd Year 21,863.	Total Covered by McLean NH- \$62,889
-----------------	----------------------	----------------------	---------------------	--

Personnel: \$216,363.  
Total: \$216,363.

### Travel

- Guest Speakers-Land travel to educational sites; \$500.
- Nursing Home Recruitment-Land Travel to educational sites; Transportation to nursing home sites for mentoring; Hotel accommodations; \$62,637.

Total: \$63,137.

### Supplies

- Meeting supplies of paper, folders, staples, etc.; \$4000.
- Postage will be utilized for announcements, recruitment, surveys, etc. Approximately \$1000.
- Bulk printing of educational materials; \$3000

Total: \$8000.

### Equipment

- Items to facilitate technological aspects of educational activities; Includes funds for laptop computer and laser printer/fax/scanner. \$3000.
- Funds also to be used for portable LCD projector. \$1000.

Total: \$4000.

**Contractual**

- Content Evaluation Specialist-Oversee evaluation process related to project progress; Statistical expert to assist with data management; Employed by ?????? Consultant agreement for \$3,000.
- Trainers-Set-up educational environment; Present prepared materials to attendees; Responsible for attendance and follow-up evaluation records; Employed by Illinois Nursing Homes. Staff time donated by nursing home.
- Venues-Locations for educational trainings, such as hotels, private clubs, or other available group meeting spaces; \$20,000.
- Guest Speaker stipends-Necessary with some speakers; \$500.
- List/Serv and Telephone Conferencing-Contracts; Time used 2nd & 3rd years; \$5000.

Total Contractual: \$ 28,500.

C N I E N T



Running Head: Person-Directed Care

Person-Directed Care: One Nursing Home at a Time  
Illinois Department of Public Health Innovations Grant Proposal  
McLean County Nursing Home  
December 4, 2006

CONFIDENTIAL

## Table of Contents

	<u>Page</u>
History.....	3
Models of Care.....	4
Person-Directed Care.....	4
Potential Benefits.....	5
National Problem.....	6
Local Problem.....	6
Current Situation.....	6
Purpose.....	7
Goals.....	7
Plan.....	8
Training Objectives.....	8
Methodology.....	10
Factors Influencing Participation.....	11
Conclusion.....	12
References.....	14

## Person-Directed Care: One Nursing Home at a Time

### History: What is Culture Change?

Culture can be described as simply as "the way we do things" or as completely as "a multi-level phenomenon that represents the shared symbolically constructed assumptions, values and artifacts of a particular organizational context" (Mohan, 1993, p.17). No matter how it is described it is all inclusive and is not easily changed.

Change, however, is the goal for many nursing home advocates. Their vision is of a culture change from a traditional, institutional nursing home model, characterized as a system that is unintentionally designed to foster dependence by keeping residents "well cared for, safe and powerless" (Boyd, 1994, p. 34) to a 'regenerative model'. The term regenerative was coined because it suggested that people in nursing homes could still grow and develop. The regenerative model is sometimes called 'resident-centered' or 'person-directed' because it increases the resident's autonomy and sense of control (Lustbader, 2000).

Currently there are a number of different types of evolving models, with a variety of terms used to define them. For this proposal, the term "person-directed care" will be used to describe culture change because it has become the preferred terminology by the Pioneer Network which represents the Eden Alternative, Live Oaks and other models and disciplines.

The traditional nursing home model was developed from a series of legislative changes that were intended to improve the quality of care for older adults. At the time the Social Security Act was enacted in the 1930's, legislators determined that payments would not go to pay for public housing, a decision that virtually eliminated poor houses. In the 1960's Medicaid and Medicare created new relationships between hospitals and nursing homes. Prior to this time, many people with chronic illnesses stayed in hospitals indefinitely. Since this was no longer permitted, nursing homes adopted a hospital model to manage these residents' chronic conditions.

The clinical standards that were developed then remain essential because the majority of nursing home residents have multiple, complex medical conditions. No one advocating change for nursing homes suggests discarding high clinical standards. Rather, the goal is to recognize that in addition to clinical care, residents benefit from changes in social, psychological and physical environments reflecting the fact that this setting is now their home. Some of the areas re-examined to create a person-directed model include staffing issues, the physical environment and relationships within the residential community as well as person-directed control of their activities.

The terminology 'culture change' came out of the corporate literature of several decades ago. It was meant to acknowledge fundamental changes that were made within an organization to improve efficiency and production. For the nursing home profession, it is sometimes difficult to think about making fundamental changes

when a regulatory environment requires much attention, when census is full, when the reputation of the facility is good and when satisfaction surveys report favorable results.

Despite this, recent trends are challenging nursing homes to provide living environments that are less institutional. Frail older adults are remaining in their own homes longer, and the rapid growth of assisted living settings demonstrates the high value placed on minimizing restrictions in one's living environment. Baby Boomers, who typically are involved in choosing long-term care settings for their parents, have been described as "well-informed, well-educated, well-traveled, widely accustomed to creature comforts and instant gratification, and historically outspoken (and that they will expect) superlative quality of life for as long as possible" (Maher, 1997, p. 88).

We see it in subtle differences in the dining experience as some facilities adopt buffet dining or five-meal plans, in outdoor spaces that have been enhanced to provide sensory stimulation for residents, and in adopting pets in the home. There is, however, a sense that many of these changes are piecemeal efforts and are not occurring fast enough for future markets. More comprehensive change, such as rethinking the facility's philosophy, restructuring the organizational hierarchy and remodeling to create less institutional environments may be necessary.

#### Models of Care

New models of care challenge the habitual 'cognitive constructs' that shaped thinking about aging (Eaton, 2000). These new paradigms of care challenge the notions of dependence by residents in long-term care settings. This new approach to care does not have a single exemplar—multiple examples exist, each distinct but sharing a rejection of the dominant cultural assumptions about aging.

#### Person-Directed Care

Residents are treated with unconditional positive regard and non-judgmental respect and are considered the best judges of whether or not their needs are being met. Lee Fabiano (1999), a pioneer in person-directed care, believes that the resident and his/her family should be guaranteed:

- ❖ Consistency in the caregivers' approach and expectations
- ❖ Continuity of past life patterns and preferences
- ❖ Respect for personal values and beliefs
- ❖ Involvement in decision-making
- ❖ Support in decreasing or eliminating those things that impede quality of life

#### Potential Benefits

While culture change outcomes research is still very limited, available information is promising. The Institute for Quality Improvement in Long Term Health Care,

Southwest Texas State University, San Marcos, Texas (Ransom 2000) reported the results of a two-year longitudinal study in six Texas nursing homes replicating the Eden Alternative model. They cite:

- ❖ 33% reduction in the use of anxiolytics and anti-depressants administered as needed for anxiety and depression,
- ❖ 60% reduction of in-house decubitus ulcers,
- ❖ 25% decrease in the cumulative rate of bedfast residents,
- ❖ 18% decrease in the use of restraints,
- ❖ 44% drop in staff absenteeism.

Providence Mount St. Vincent in Seattle, Washington was one of the first to institute neighborhoods-areas in the home that service small groups of about fifteen residents with their own dining and living rooms including consistent staffing. Evaluation of their programs included the following results (Mount St. Vincent, Providence, 1994):

- ❖ 11% reduction in routine anti-anxiety medications,
- ❖ 87% reduction in anti-anxiety medications administered as needed (PRN),
- ❖ 100% reduction in anti-psychotic medications,
- ❖ 100% reduction in sedative hypnotics,
- ❖ 73% reduction in incident reports,
- ❖ 7% increase in self-medication,
- ❖ 50% increase in resident activity levels,
- ❖ More than 100% increase in social interactions.

Dannefer (2001) reported outcomes from a study of two nursing homes engaged in the process of implementing new models of care. One of these homes could be considered as having made revolutionary change: the structural environment was changed radically and organizational and behavioral change occurred simultaneously. The other home described their change as evolutionary and 'a game of inches.' Some of the changes implemented in both homes included adding pets, changing morning routines and breakfast, and developing team skills.

Outcomes for residents included modest reductions in falls and fractures as well as respiratory infections. This was seen as significant because skeptics of non-traditional models have predicted that the greater the resident's freedoms and increased activities, the greater would be the increased risk of injury. Outcomes also included increases in activity and decreases in disengaged behavior.

In the facility with 'revolutionary' changes, staff outcomes included a shift in value priorities toward a more 'resident-centered' belief system, greater stress relief and greater engagement and commitment. There were no changes in the staff at the 'evolutionary' change facility. Both documented a slight reduction in turnover using either approach.

#### National Problem

In 2002, the American Health Care Association (AHCA) undertook a survey of nursing homes to examine the staff vacancy and turnover rates. Analysis of the survey data indicates that nearly 96,000 full-time equivalent health care professionals were

needed to fill vacant nursing positions at nursing homes across the United States at that time. The majority of the vacancies (nearly 52,000) were for Certified Nurse Assistant (CNA) positions. With the exception of CNAs, the annual turnover for Registered Nurses (RN) and Licensed Practical Nurses (LPN) was about 50 percent across the job categories. The nation wide turnover for CNAs was at a whopping 71 percent overall. Because the CNAs are responsible for the majority of direct, hands-on nursing home resident care, these large turnover rates are of great concern.

#### Local Problem

In Illinois in 2002, it was estimated by AHCA that the vacancy rate for staff RNs in nursing homes across the state was at 13.4 percent or approximately 675 positions. The turnover rate was estimated at 41 percent. It is interesting to note that in 2002 the turnover rate for Director of Nurses in Nursing Homes was at 53.2 percent with their management assistants demonstrating a rate of 32.7 percent.

Staff LPNs had a vacancy rate of 12 percent or approximately 878 open positions while the turnover rate was 51.6 percent. CNAs demonstrated a vacancy rate of 8 percent or approximately 2,151 open positions while their turnover rate was 75.5 percent.

Clearly the number of vacancies coupled with the turnover rates presents a challenge to nursing homes across our state and across the nation. The reasons for these findings are numerous and complicated. What is without argument, is that people enjoy working and will continue to work at a place where they are appreciated and where they can feel they are making a difference.

#### Current Situation

Over the past decade and a half much time and effort has been utilized attempting to share the message and principles of person-directed care principles. Out of these endeavors have come some homes who have attempted to adopt various ideas and principles in hope of becoming "culture changed." Access and assimilation of person-directed care principles and culture change information by a Nursing Home's healthcare professionals has been hit or miss in Illinois-usually based on accessibility, available educational monies, and available time. Consequently, the level of knowledge and the attempts to adapt learned principles has been, in most cases, half-hearted efforts that are unsustainable.

In investigating the unsuccessful attempts, it was quickly apparent that what was missing was an all-inclusive level of education and knowledge on culture change and person-directed care principles and practices, known by everyone involved with or within the home. In one home the upper management staff knew quite a lot about culture change, however, their regulatory inspector had no knowledge. In another home, the nursing home staff had attended various culture change seminars, but their administration and ownership had no knowledge of it. In still another, the professional consultants that came in the Nursing Home to work with the residents and staff had no knowledge of culture change and became frustrated when the typical medical model was not followed to the letter. These are but three examples of

how a lack of uniform "across the board" education can doom the best efforts for culture change in a facility.

### Purpose

The purpose of the Innovations grant proposal is to uniformly educate professional healthcare disciplines, along with those who affect the delivery of care to the Elders in Illinois, in an all-inclusive approach. Ideally, beginning with one county nursing home, all front-line staff, all professional staff, all residents, all families and visitors, and all government and consultant professionals who enter the doors of the nursing home will receive consistent education and training on person-directed philosophies and practices. This approach communicates a unified message that is designed to enhance and improve the level of care and the quality of life in elder living environments. The benefits of cohesive, all-inclusive instruction are demonstrated through statistical evidence provided through a collaborative partnership with

### Goals

- 1.0 Improve the educational foundation of culture change and person-directed care practices by selecting, developing when needed, and facilitating standardized educational information that is available to nursing homes throughout Illinois ;
- 2.0 Improve the educational foundation of culture change and person-directed care practices by ensuring an all-inclusive, systematic educational approach to reaching and training targeted healthcare disciplines throughout Illinois;
- 3.0 Facilitate ongoing educational development of person-directed care specialists who are educated and trained to conduct educational programs across the state.

### Plan

The Innovations grant proposal seeks to not only standardize the educational messages but also to ensure all parties are included and receive the needed educational training. The targeted healthcare education would be offered to five entities: 1) Residents; 2) Nursing home staff and medical directors; 3) State Regulators and Advocates; 4) Owners/Boards; and 5) Professional Consultants and Vendors. By educating all five groups, virtually everyone who would come in contact with the nursing home residents would be aware and educated on person-directed care. In addition, the information is of the same quality and there is a standardization of information.

In Illinois, educational monies provided by the nursing homes are highly limited with much of it going only for absolutely necessary programs such as those offerings that will preserve the administrator's license through his continuing educational units. The Innovations proposal offers culture change training to ensure all professionals and paraprofessional staff entering the nursing homes are aware of person-directed care principles and culture change values in a cost effective method. Through the

Innovations project, the educational opportunities will be offered to the five groups by eliminating the previously recognized barriers of money, time, and inaccessibility.

### Training Objectives

The following person-directed care objectives were originally developed in conjunction with the Centers for Medicare and Medicaid Services. They were used successfully in the person-directed collaborative developed by the Illinois Foundation for Quality Health Care and are available for public use. The objectives for the Person-Directed training are divided into six sections: resident control, leadership, care practice, workplace practice, environment and community. Within each section are 17 specific principles which will be focused on throughout the trainings.

The training objectives are:

#### Domain: Resident Control

- Principle 1: Care matches the residents' needs and wishes as designated in the care plans based on residents' requests.
- Principle 2: Efforts to know residents as individuals is a priority.
- Principle 3: Daily schedules (meal times, bed times, bath times, etc) are flexible around resident's choices.

#### Domain: Leadership

- Principle 4: Most decisions that affect residents are made by the residents and the front-line staff.
- Principle 5: Acts as a culture change role model for all staff.

#### Domain: Care Practice

- Principle 6: Systems are created within which individual preference is honored and defended.
- Principle 7: An environment is established where all are given the opportunity and resources to thrive, flourish, and grow.
- Principle 8: The abilities and optimal level of function for all people is promoted.
- Principle 9: The integration of quality of life issues with quality of care by focusing on the Holistic Model is supported.
- Principle 10: An organizational understanding of quality improvement as a continuous process driven by consumer needs and desires is promoted.

#### Domain: Work Place Practice

- Principle 11: Making the creation of meaningful and lasting relationships is a priority (staff, residents, family).
- Principle 12: Opportunities for individuals to improve the home and their lives by contributing their thoughts and ideas, making empowered decisions and taking greater responsibility is provided.
- Principle 13: Integrated teams are formulated that will guide the organization into the best possible care, work, and environmental practice.
- Principle 14: Resolve is in place to be a learning, sharing community.



Domain: Environment

Principle 15: Commitment is in place to de-institutionalize, wherever possible, the current setting by providing personal living accommodations, a sense of peace, safety, and community.

Domain: Community

Principle 16: Intergenerational programs are regularly and frequently available.

Principle 17: Residents have the opportunity for daily contact and the possibility to build relationships with individuals from the broader community.

Relationships are at the heart of the six sections. Within each of the sections, power, control and choice are consistently placed in the hands of the residents and the front line staff who are given the tools and support to make decisions that enhance an environment that will be reflective of home.

Throughout the trainings, all models of care will be included and considered. There is no right or wrong method or model of care that is proposed. Rather all models will be considered in whole and in part to enhance the overall goal of universal person-directed care in nursing homes in Illinois. Culture change is about seeing the big picture and also taking the incremental steps to become more person-directed. Organizations that embrace person-directed care have an ongoing commitment to changing their facilities-a process that is evolving and perpetually changing.

**Methodology**

McLean County Nursing Home in Bloomington, Illinois believes in person-directed care and feels it is the future of Long Term Care. McLean County has a long tradition of providing for the welfare and care of its citizens dating back to 1878. In 1974 the citizens of the County decided to continue that tradition for the County's elderly when they passed a referendum to build the current McLean County Nursing Home. With the construction of the new nursing home, the Board dispelled the outdated image of the County home as a "poor farm." Consisting of 150 licensed skilled beds, it is a facility the citizens can point to with pride. While the citizens of McLean County can be very proud of the building they have provided, the most important asset is the 128 FTEs of professional, dedicated, and caring staff who work there. Through their efforts, the McLean County Nursing Home provides a stable home for the residents and it has achieved a solid reputation in the community for providing consistent, quality care for those who live there.

In targeting the efforts of this proposal initially to county homes, there will be increased public awareness of the efforts. This is because most of the county homes report to a particular county board comprised of representatives from various businesses and backgrounds. These representatives are very interested in what occurs in the nursing homes because the residents are made up of county residents and most of their families are also county residents. These board members can

assist in spreading the message about the "good things" happening in Long Term Care in their county, in the state of Illinois.

McLean County Nursing Home has hired a specialist in person-directed care who will do the initial training to all five entities and will oversee the educational materials and information standardization. The educational piece will be a collaboration of material that is currently widely used and accepted with new material developed to fill certain culture and geographical gaps. While the information is the same for the different entities, the methods or exercises used may vary depending on the training location and the size of the group. There will also be a list/serv established for any nursing home staff statewide to sign on for, free of charge. The list/serv will be used for questions and answers, as a bulletin board, and to share information such as valuable websites or interesting articles to read. The use of list/servs and monthly telephone conferences have been successfully utilized by the Institute for Healthcare Improvement with their formal educational collaboratives. These tools assist in creating an environment of openness and sharing for all of the educational attendees. The tools also assist in ensuring a feeling of security for a nursing home's staff when they are beginning their person-directed care journey.

The training efforts will succeed statewide using a train-the-trainer approach. Because of the interest and stability of the staff, McLean County Nursing Home will be thought of as the lead nursing home. McLean County Nursing Home staff will be educated not only on person-directed care, but also select staff, representing the various nursing home departments will receive additional training for adult education along with training and presentation skills. Each selected staff member will demonstrate two simple topics to McLean County Nursing Home staff. During these presentations, the selected staff person will be assessed by the specialist, the area Ombudsman, the Administrator and if possible, the Deputy Ombudsman, for training readiness and comfort in public speaking. Once their trainings are completed and person-directed changes are underway with staff open and accepting of new ideas, the selected McLean County Nursing Home staff will be ready to assist the person-directed care specialist with the training of the first level of homes.

Since McLean is a county nursing home, it is logical that the 28 county nursing homes located all over the state would be invited to participate in person-directed care trainings given by McLean County Nursing Home staff and would be considered the first level homes. These trainings' attendees would again include the five entities described previously for each nursing home. The trainings would be held regionally as much as possible to demonstrate prudent usage of available monies. The goal would remain the same which is to offer standardized, quality training to each home in an accessible location. The selected McLean County Nursing Home staff will participate as a panel offering "real-world" experiences in starting the person-directed care journey and also by offering suggestions to overcome common barriers found in Illinois nursing homes.

Following the trainings, the person-directed care expert and the McLean County Nursing Home's staff trainers would be available for consultation and assistance to

the various nursing homes. Monthly telephone conferences and additional on-site visits as needed will be offered to assist the county homes progress successfully with person-directed care. An opportunity to be part of the list/serv will be offered to all of the attendees. In addition, select staff from several of the first level county homes will receive additional training in adult education including presentation and training skills. Again, the culture change specialist, the Ombudsman, and the McLean County Nursing Home Administrator along with the Deputy Ombudsman will assess the potential trainers' readiness. Once the homes are progressing with person-directed care improvements, the selected county nursing home staffs and the Mclean staff will be ready to begin the next level of nursing homes.

Nursing homes in local proximity to the trained county nursing homes would be the second level of training. In highly populated areas such as Cook County, the homes would be selected based on established criteria. With the McLean County Nursing Home staff and the local county homes' selected staff acting as consultants, and the person-directed care expert as the actual trainer, the same five entities at each home will be taught the standardized person-directed care information. Because of the sheer number of potential attendees, the trainings would be repeated several times in the geographic areas. Again monthly telephone conferences and on-site visits will be done by the expert trainers and McLean County Nursing Home staff as needed. The opportunity to be part of the list/serv will also be offered to all of the attendees.

It is estimated that besides the 29 county homes, approximately 350 homes could be trained and started on the person-directed care journey in the next three years. Ongoing evaluation of progress of the homes throughout the three years of the grant will be made and the combined total progress of all the homes will be evaluated using specific established tools.

In 2004, the Centers for Medicare & Medicaid Services (CMS) requested a pilot study be completed nationally with 22 selected Quality Improvement Organizations (QIOs). Each QIO selected a minimum of five nursing homes to train them on person-directed care practices from November 2004 to July 2005. In Illinois, the QIO chose eight homes from around Illinois. Among this sampling were large homes and small homes, urban and rural homes, for profit and not-for-profit homes, and religious affiliated and religious non-affiliated. From measurements made at the time, it showed declines in everything from weight loss to less prevalence of bladder and bowel incontinence. Though the efforts were over a short period of nine months, the changes initiated made large differences. Unfortunately in the 8th Scope of Work there is little funding available to continue the targeted efforts of person-directed care.

The training for McLean County Nursing Home as well as the rest of the participating nursing homes will receive the same standard of training and education as the nursing homes in the CMS pilot. All of the opportunities for assistance by way of the monthly telephone conferences, the list/serv and on-site visits as needed will be in place as they were for the CMS pilot and available to the Illinois nursing homes participating.

### Factors Influencing Participation

It is anticipated that most of the homes will want to participate. The reasons for this belief are:

- The barrier of providing educational costs for staff is gone. The expenses, normally coming from the home's operating budget, will be included in the grant monies and will be free to the nursing homes.
- Many nursing homes want to start person-directed care, but have neither the knowledgeable staff nor the necessary information to know where to begin. In addition many of the homes in Illinois cannot afford the expensive person-directed care consultants or their programs. This barrier is gone because the trainers are available free of charge to them and assistance is available to overcome possible barriers.
- The frustration of trying to put person-directed changes in place only to have a consultant or family member criticize their efforts is gone because everyone who is involved in the nursing home will have the opportunity to know all about person-directed care. Efforts become a collaborative process thus a win-win for everyone.
- Employee turnover is one of the biggest if not the biggest problem nursing home management has to control. When staff understand that person-directed care is all about relationships and mutual respect and it is actively practiced in the home, staff tardiness and turnovers virtually disappear.
- Furthermore, it is predicted that there will be fewer available healthcare professionals and frontline workers in the next decade. It is imperative that nursing homes provide higher job satisfaction, as demonstrated with person-directed care, to attract these workers.
- Small positive changes build on each other and encourage the staff to continue their efforts in larger ways. Seeing residents gaining weight and not needing as many psychotropic medications, spurs the staff on to continue their efforts.
- There is inherent competition and peer pressure among the nursing homes. The nursing homes will want to be involved in person-directed care because their competitor down the street is involved.
- With the aging of the population due to "baby-boomers" retiring, person-directed care will be the expectation of consumers. If nursing homes are to continue to attract paying customers, they must "walk the walk" besides "talking the talk" in their facility brochures.
- There is increased interest in person-directed care as demonstrated by the attendance at the most recent Pioneer Coalition Summit held in October, 2006. There were 226 attendees that represented nursing home facilities from all over Illinois.
- In Illinois there are a few regional Pioneer Coalitions that have taken hold and are growing. It is hoped that through the trainings, the forming of regional coalitions all over the state can be encouraged.
- Visionary nursing home leaders realize that by providing person-directed care education for their staff, they are providing both professional and personal growth to their employees. The by-product of this is the ability to keep well

educated staff in the Long Term Care field and employed in their nursing homes.

### Conclusion

McLean County Nursing Home is appreciative of the ongoing efforts towards educating nursing homes about person-directed care that have occurred in Illinois. Because of the previous and ongoing efforts of the Illinois Department of Public Health, the Illinois Department on Aging, the Illinois Foundation for Quality Health Care and the various trade organizations, McLean County Nursing Home wants to build on this foundation with this project over the next three years.

Person-directed care stops the observations of our residents as labels describing problems and dysfunctions. It stops the congregating of people according to services provided. It stops the stereotyping of people served. Instead it focuses on capacities that people have and not their problems. It stresses the importance of relationships and listening. Through this it gives the residents back their identity, so that they are happier and healthier.

McLean County Nursing Home wants to be a visionary nursing home leader in Illinois. Through the efforts outlined in this initiative, person-directed care can be further adopted throughout Illinois and become more of a reality in nursing homes throughout the state. Though this grant lasts only three years, the endeavor itself is never completed-the journey never ends. As Mohandas Gandhi stated, "Satisfaction lies in the effort not in the attainment. Full effort is full victory."

**CONFIDENTIAL**

## References

- Boyd, M. (1994). Residents First: A long-term care facility introduces a social model that puts residents in control. Retrieved on March 28, 2003 from <http://www.chausa.org/pubs/pubsart.asp?issue=hp9409&article=d>.
- Dannefer, D. (2001). *From the Top to the Bottom, From the Bottom to the Top: Systemically Changing the Culture in Nursing Homes*. Project report for the Van Ameringen Foundation, New York.
- Eaton, S. (2000). Beyond 'Unloving Care': Linking Human Resource Management and Patient Care Quality in Nursing Homes. *International Journal of Human Resource Management*, 11(3), 591-616.
- Fabiano, L. (1999). *Breaking Through: Working with the Frail Elderly: The Challenge of Long-Term Care Today and Tomorrow*. Port Perry, Ontario, Canada: FCS Press.
- Lustbader, W. (2001). The Pioneer Challenge: A radical change in the culture of nursing homes. In Noelker, E. & Harel, Z. (Eds.), *Linking Quality of Long Term Care and Quality of Life*. New York: Springer.
- Maher, V. (1997). Legal and Policy Issues in Long-Term Care. In Holt, H. & Leibovici, M. (Eds.), *Health Care Management: Long Term Care: Concept and Reality*. Philadelphia: Hanley & Belfus, Inc.
- Mount St. Vincent, Providence (1994). *An Alternative to Nursing Homes: Impacting Resident Function and Health Decline*. Seattle: Sisters of Providence.

Ransom, S. (2000). *Eden Alternative: The Texas Project*. Unpublished paper.

(Copies may be obtained from the Institute of Quality Improvement in Long Term Care, 601 University Drive, San Marcos, Texas 78666).

CONFIDENTIAL

Nancy J. Bracken  
2511 Garlington Lane  
Bloomington, IL 61704

Cell Telephone (309) 212-9011

E-Mail: Nancy.Bracken@yahoo.com

**Leadership:**

- Twenty-six (26) years of diverse experience in upper management positions; often reporting directly to vice president or board members.
- Seven (7) years upper management experience; 15 years working directly with Health Care providers in a consulting model promoting multi-disciplinary and collaborative teamwork .
- Seven (7) plus years oversight responsibility for portions of the Quality Improvement Organization's Medicare contract in Illinois.
- Extensive experience managing professional, paraprofessionals, and consultants.
- Management of contracted services and grant monies up to \$20 million annually.
- Public speaking experience includes national and statewide educational conferences, seminars, and workshops, on multiple topics ranging from culture change to quality improvement.
- Media liaison experience with newspapers, magazines, radios programs, and television interviews.
  - 1992-1994 Columnist for regional publication, *Peoria Woman* magazine. Authored the column, "30-Second Manager."
- Familiar with Medicare certification regulations including MDS and OASIS data from both an adaptive prospective and a consultative view.
- Extensive experience with building partnerships in the Illinois healthcare community.
  - Established and maintained portions of Medicare Quality Improvement Program in Illinois.
  - Founded and chaired the Illinois Adult Immunization Coalition, 1996-2003, consisting of 65 organizations. Coalition received an Award of Excellence from the National Adult Immunization Coalition, and the Centers for Disease and Control, for reducing racial disparities in immunization rates.
  - Planned and executed IHI Collaboratives: Surgical Infection Prevention, Diabetes, Control of Pain in the Elderly, and Person Centered Care.
  - Established contacts and partnerships with the Illinois Medical Society, the Chicago Medical Society, the Hispanic/Latino Medical Organization and several regional medical societies.

**Program and Operations:**

- Created and established two healthcare companies-one in Illinois and the other in Connecticut.
  - Development of business plans including five-year projections for pro-forma statements, risk analysis, and benchmark analysis.
  - Development of marketing plans for two businesses including name selection, branding, promotional design, and advertising with projected budgets.
  - Direct management experience with bidding and purchasing, annual budgets, accounts payable and receivable; Also sales tax, payroll management, risk management, including the purchase of insurance coverage, and federal and state tax compliance.
  - Extensive Human Resource experience including OSHA, Workers' Compensation, FMLA, state and federal unemployment, HIPAA, and labor law compliance.
- Planned, executed, and emceed more than 50 educational conferences ranging from small groups to attendees in excess of 400.
- Built and successfully administered interactions of four virtual networking communities.



### Organizational Development:

- Assisted with preparation of technical proposals and grant writing, including identification of funding opportunities.
- Accustomed to working within and meeting large grant and contract deliverables, via the use of progress reports and statistical analysis.
- Experienced in all aspects of staff development, including employee policies, procedures, job descriptions, orientation, evaluations, mentoring, and goal setting.
- Significant facilitation of partnerships toward common goals.
  - 1996-2000 founded and chaired Cook County Breast Health Coalition with approximately 225 organizations participating.
  - Served on Steering Committee for State of Illinois Fraud and Abuse Prevention Coalition.
  - Received the "Local Hero" award for the Chicagoland area from the Susan G. Komen Breast Cancer Foundation for professional achievements in promoting breast cancer prevention.
  - Member of the Chicago Hispanic Health Coalition.
  - Member of the Illinois Cancer Partnership and the Education Awareness sub-committee.
  - Council member of the National Partnerships on Immunization, Washington, DC.
- Accustomed to structured organizational strategic planning via Board and/or upper management.

### Additional Training and Qualifications:

- National Eden Educator Trainer's course, Lakewood, Colorado, 2006.
- LEAP certificate training, 3-day course, Chicago, Illinois, 2005.
- Eden Alternative Associate Training, Summerhill, Sherburne, New York, 2004.
- Graduate of the Institute of Healthcare Improvement's College, Atlanta, Georgia, 2003.
- Representative at National Person Directed Care Collaborative, Providence, Rhode Island, 2003-04.
- Represented Illinois at the St. Louis Accord for Culture Change, St. Louis, Missouri, 2004.
- Extensive training and participation in upper management level TQM courses, LEAN methodology, SBA workshops, and healthcare symposiums.
- Experienced in functioning completely independently with Microsoft Office software applications.

### Education:

- University of St. Francis, Joliet, Illinois. Master of Science. Training and Development. To graduate 2007.
- University of St. Francis, Joliet, Illinois. Bachelor of Science. Health Arts. 2004.
- St. Francis Medical Center College of Nursing, Peoria, Illinois. Registered Nurse.
- Licensed Registered Nurse-Illinois and Connecticut.

### Employment History:

Oct. 2005	BEAM, Inc., subsidiary of Michigan Peer Review
– present	Organization, Farmington Hills, MI. <i>Organizational Development Specialist.</i>
April 1996-	Iowa Foundation for Medical Care-dba Illinois Foundation
Oct. 2005	for Quality Health Care, Oak Brook, IL. <i>Collaboration Specialist, 2 years.</i> <i>Manager Illinois Programs, 7 years.</i>
1991-1996	TLC Healthcare Services, Inc., subsidiary of Methodist Medical Center of Central Illinois, Peoria, IL. <i>Founder and Director.</i>
1990-1991	Medical Personnel Pool, Peoria, IL. <i>Marketing Director.</i>
1980-1989	Caring Nurses, Inc., Tariffville, CT. <i>Founder and Owner.</i>
1978-1980	Brookview Convalescent Home, West Hartford, CT. <i>Director of Nurses.</i>
1976-1978	Mayflower Pavilion, Chicago, IL. <i>Director of Nurses.</i>
1975-1976	Leisure Hills Health Center, Pekin, IL. <i>Assistant Director of Nurses.</i>
1970-1975	St. Francis Medical Center, Peoria, IL. <i>Staff/Charge Nurse-Coronary Care Unit.</i>

**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 (cjlw)



## 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

A handwritten signature in black ink, appearing to read "RKC", is placed over the printed name of 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 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

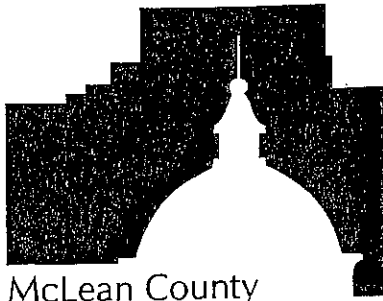
\_\_\_\_\_  
CATHY VOGEL

MCLEAN COUNTY BOARD

By \_\_\_\_\_  
MICHAEL F. SWEENEY, CHAIRMAN

ATTEST:

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



McLean County

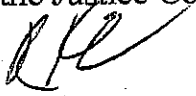
## COURT SERVICES

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: 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**  
**McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN**

THIS AGREEMENT, made this 19<sup>th</sup> 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 19<sup>th</sup> 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

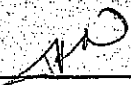
APPROVED:

\_\_\_\_\_  
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 <sup>th</sup> , 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 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<br>(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:
- At the request of the AGENCY upon thirty days written notice; and,
  - At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
  - Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
  - Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
  - Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

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

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

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

\_\_\_\_\_  
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:

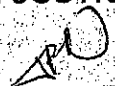
\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County  
Board of McLean County, Illinois





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 <sup>th</sup> , 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.

**AGREEMENT  
FOR DENTAL CLINICIAN**

THIS AGREEMENT, made this 19<sup>th</sup> 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 of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT  
Page Four

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

**APPROVED:**

\_\_\_\_\_  
Dennis R. Krug, D.D.S.

\_\_\_\_\_  
Mike Emery  
McLean County Sheriff

**APPROVED:**

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board


**ATTEST:**

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



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

## MEMORANDUM

DATE:	November 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 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 31<sup>st</sup>, 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**  
**MCLEAN COUNTY DETENTION FACILITY PHARMACEUTICAL SERVICES**

THIS AGREEMENT, made this 19<sup>th</sup> 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 1<sup>st</sup> 2007 and terminate on December 31<sup>st</sup>, 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 MCDF 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:

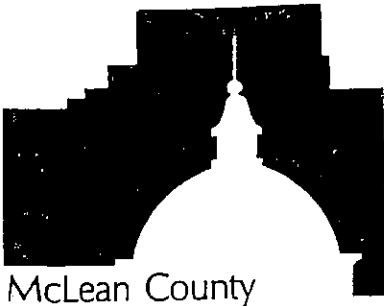
ATTEST:

---

Michael F. Sweeney, Chairman  
McLean County Board

---

Peggy Ann Milton, County Clerk  
McLean County, Illinois



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.

## CONTRACT

This Contract, entered into this 16<sup>th</sup> 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:

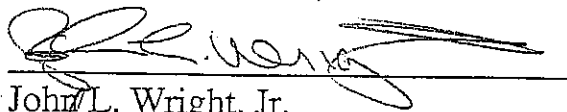
Mr. John M. Zeunik  
County Administrator  
Law & Justice Center, Room 701  
104 West Front Street  
Bloomington, Illinois 61702-2400

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 29 day of November, 2006.

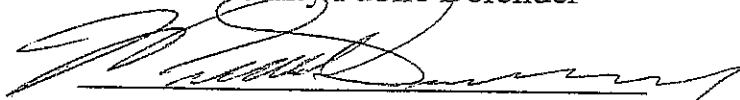
APPROVED:



John L. Wright, Jr.  
Attorney at Law



Amy Johnson Davis  
McLean County Public Defender



Michael F. Sweeney, Chairman  
McLean County Board

12/19/06

ATTEST:



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



November 28, 2006

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

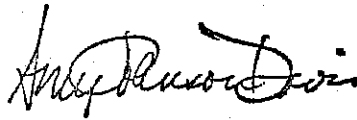
RE: Contract renewal

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 fluid and cursive, with the first name "Amy" being particularly prominent.

Amy Johnson Davis  
Public Defender

# McLEAN COUNTY – GRANT INFORMATION FORM

## General Grant Information

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

## Personnel and Information

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

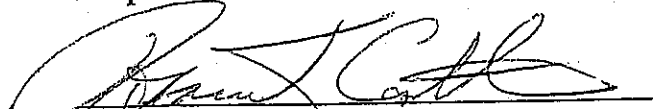
## Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		
<b><u>Additional Costs Chart</u></b>	<b>Current FY</b>	<b>Current FY+1</b>	<b>Current FY+2</b>
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



**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 BOARD**  
(309) 888-5110 FAX (309) 888-5111  
115 E. Washington P.O. Box 2400  
Bloomington, Illinois 61702-2400

Michael F. Sweeney  
Chairman

December 13, 2006

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectfully recommends approval of the request received from the Director of the McLean County Nursing Home to approve the award of the bid in the amount of \$18,700.00 to CB Kramer Sales and Service for the purchase of a new Patterson-Kelley Model N-1000 M boiler.

Your PROPERTY COMMITTEE herewith further respectfully advises that funds for this purchase have been budgeted in the fiscal year 2006 adopted budget of the McLean County Nursing Home.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLean County Board

District #1 Stan Hoselton Don J. Cavallini	District #3 Michael F. Sweeney Diane R. Bostic	District #5 B.H. "Duffy" Bass Sondra O'Connor	District #7 P.A. "Sue" Berglund Bette Rackauskas	District #9 Calhy Ahart Terry Baggett
District #2 Matt Sorensen Rick Dean	District #4 Ann Harding Duane Mass	District #6 George J. Gordon David F.W. Seizer	District #8 Paul R. Segobiano Tari Renner	District #10 Benjamin J. Owens Bob Nuckolls

To: Honorable Chairman and Members of the Property Committee

Fr: Don Lee, Adm.  
McLean County Nursing Home

Date: December 7, 2006

Re: Bid Award for the replacement of a boiler at the McLean County Nursing Home.

It is my recommendation that the committee accept the alternate bid from CB- Kramer Sales and Service for the purchase of a replacement boiler for the McLean County Nursing Home and related materials in the amount of \$18,700.

### **BACKGROUND**

The 2006 adopted budget for the McLean County Nursing Home included funding for the replacement of the boiler which was dedicated to the heating of domestic hot water during the summer months. This boiler failed in 2004 with repair cost estimates totaling thousands of dollars. While we can heat the domestic hot water with the primary boilers used for heating the building, this alternative is both very inefficient and costly.

Bid specifications for the purchase of a replacement boiler comparable to the one which failed in 2004 were developed and we advertised for bids. To be a qualified bidder, both the bid specifications and the newspaper advertisement required attendance at a mandatory pre-bid meeting. That meeting was attended by only one potential vendor.

A second vendor did call prior to the meeting to discuss the bid specifications. The ad indicated the scope of the bid was limited to the purchase of a boiler and did not reference installation. When we verified that it is our intention to install the boiler in-house, that individual declined to participate. We believe this is the reason there was not greater participation from other potential installers as well.

During the mandatory pre-bid meeting, we raised the question about possible future repairs/upgrades that eventually will be required to the three existing boilers which are used to heat the building and are now fourteen (14) years old. CB Kramer advised that some components including the burner, flame detector and flame safeguard system are obsolete. He was asked to provide budget pricing for replacement of those components which totaled \$1,500 per boiler. The logical next question then became "how much more to furnish a new 2000 MBH, full modulation, high efficiency, heating boiler in lieu of a 1000 MBH, full modulation, hot water heating only boiler?" We then requested pricing for the boiler option.

The bid cost for the replacement boiler as requested in original bid specifications is \$17,000. The bid cost for the alternate boiler is \$18,700.

It is the opinion of our Maintenance Director and CB Kramer that the larger boiler option makes the most sense, as the Nursing Home will have the ability to reduce fuel consumption, improve system efficiency not only on the domestic water heating system but also on the building heating systems as well. A second advantage is that the boiler being replaced can be salvaged for spare parts for the two (2) remaining units, thereby delaying or eliminating future upgrade costs.

**PROPOSAL NO. PK -B6275-R1**

TO: McLean County Nursing Home  
901 N. Main  
Normal, IL 61761

DATE: November 9, 2006

SUBJECT: REPLACEMENT BOILER QUOTATION

PAGE: 1 of 3

**N-1000-M (1000 MBH) HOT WATER HEATING BOILER**

One (1)

**Patterson-Kelley** Model N-1000-M "MODUFIRE" natural gas-fired, copper finned-tube, hot water boiler designed and constructed in accordance with the ASME Boiler and Pressure Vessel Code, Section IV, with a design pressure of 160 psi. Boiler will have a burner input of 1,000,000 BTU/hr and an output of between 188,890 BTU/hr and 850,000 BTU/hr or approximately 25.4 boiler horsepower. Thermal efficiency is minimum 85% at full input and as high as 90% at partial loads.

The natural gas fired burner controls will be arranged for infinitely proportional firing at any point between 20% and 100% of input utilizing an on board PID modulation control which sequences both air and fuel. A pilot assembly with pilot gas train, electric ignitor and UV flame scanner will be installed on the boiler. The burner gas train will include dual gas valves, dual manual gas shutoff valves, plugged leakage test cocks; low and high gas pressure switches and a gas pressure regulator with ratio control for 5 in. wc minimum and 14 in. wc maximum gas supply pressure. The burner controls and gas valve train will meet the requirements of AGA/CSA and ASME CSD-1 Safety Code and will utilize the *Honeywell* RM7895C1020 controller for flame safety. The blower motor is 0.50 HP. Boiler power connection is 120/1/60. The hot water boiler will be complete with the following standard trim: water flow switch for low water control; combination pressure-temperature gauge; ASME safety valve set @ 100 PSIG; high limit temperature control (with manual reset); operating temperature control, factory mounted low water cutoff and supervision of startup and training by a factory trained service technician.

LOT

**Heat-Fab** model SAF-T CI type boiler flue, constructed of AL29-4C stainless steel inner wall, 5/32" air space and 430 stainless steel jacket from appliance outlet (10"ID) through existing roof opening to 16'0" above roof line. Roof flashing is NOT included in our proposal.

**PRICE FOB FACTORY WITH FREIGHT ALLOWED TO NORMAL, IL NOT INCLUDING UNLOADING AND SETTING.....\$17,000.00**  
(Estimated shipping weight is 615 lbs.)

**PROPOSAL NO. PK -B6275-R1**

TO: McLean County Nursing Home  
901 N. Main  
Normal, IL 61761

DATE: November 9, 2006

SUBJECT: REPLACEMENT BOILER QUOTATION

PAGE: 2 of 3

**OPTION, N-2000-MFD (2000 MBH) TO REPLACE ONE (1) EXISTING 1900 MBH HEATING BOILER**

One (1) **Patterson-Kelley** Model N-2000-MFD "MODUFIRE Forced Draft" natural gas-fired, copper finned-tube, hot water boiler designed and constructed in accordance with the ASME Boiler and Pressure Vessel Code, Section IV, with a design pressure of 160 psi. Boiler will have a burner input of 2,000,000 BTU/hr and an output of between 340,000 BTU/hr and 1,700,000 BTU/hr or approximately 50.8 boiler horsepower. Thermal efficiency is minimum 85% at full input and as high as 90% at partial loads. Boilers shall be capable of operating with a minimum return water temperature of 130°F.

The natural gas fired burner controls will be arranged for infinitely proportional firing at any point between 20% and 100% of input utilizing an on board PID modulation control which sequences both air and fuel. A pilot assembly with pilot gas train, electric ignitor and UV flame scanner will be installed on the boiler. The burner gas train will include dual gas valves, dual manual gas shutoff valves, plugged leakage test cocks; low and high gas pressure switches and a gas pressure regulator with ratio control for 5 in. wc minimum and 14 in. wc maximum gas supply pressure. The burner controls and gas valve train will meet the requirements of AGA/CSA and ASME CSD-1 Safety Code and will utilize the *Honeywell* RM7895C controller for flame safety. The blower motor is 1 HP. Boiler power connection is 230/1/60 at less than 20 amps. The hot water boiler will be complete with the following standard trim: water flow switch for low water control; combination pressure-temperature gauge; ASME safety valve set at 100 PSIG; high limit temperature control (with manual reset); operating temperature control, and factory mounted and wired low water cutoff and supervision of startup and training.

LOT **Heat-Fab** model SAF-T CI type boiler flue, constructed of AL29-4C stainless steel inner wall, 5/32" air space and 430 stainless steel jacket from appliance outlet (8"ID) through existing roof opening to 16'0" above roof line. Roof flashing is NOT included in our proposal.

**PRICE FOB FACTORY WITH FREIGHT ALLOWED TO NORMAL, IL NOT INCLUDING UNLOADING AND SETTING.....\$18,700.00**  
(Estimated shipping weight is 990 lbs.)



**PROPOSAL NO. PK -B6275-R1**

TO: McLean County Nursing Home  
901 N. Main  
Normal, IL 61761

DATE: November 9, 2006

SUBJECT: REPLACEMENT BOILER QUOTATION

PAGE: 3 of 3

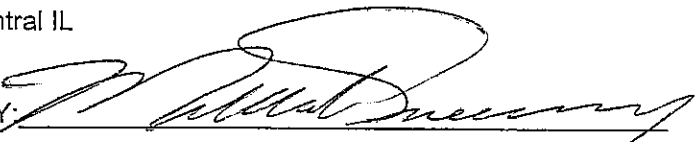
**NOTES**

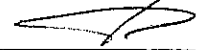
1. Terms are NET 30 days.
2. Sales tax is NOT included in the price quoted above, and will be added to the invoice unless a valid exemption is on file.
3. Lead Time: Boiler is ten (10) working days to manufacture. Flue pipe is 3-4 weeks.
4. The model N-1000-M and N-2000-MFD boilers are provided with Patterson-Kelley's 5 – 10 – 5 warranty package: the heat exchanger is covered by a 5 year limited warranty and a 10 year warranty against damage due to thermal shock while the burner is covered by a 5 year limited warranty. All other components are covered by the standard warranty of one (1) year from the date of startup or eighteen (18) months from the date of shipment, whichever occurs first. Warranty parts replacement labor is provided for the first ninety (90) days after startup.
5. Recommended flow rate is 60-120 GPM with a corresponding pressure drop of 5-11 feet of water for the model N-1000-M and 120-150 GPM at 6-9 feet of water for the model N-2000-MFD.
6. Seller reserves the right to charge owner of equipment supplied, any and all costs associated with interest charged on funds not paid in accordance with terms of this contract, or withhold warranty and services until funds have been paid in full in accordance with this proposal.
7. If we are favored with an order, purchase order should be made out to:

CBK & Associates  
1103 Martin Luther King Dr. #1C  
Bloomington, IL 61704  
(P) 309-821-9960 (F) 309-821-9964

Proposal furnished by:  
CBK & Associates

Scott Stevens  
VP Sales - Central IL

ACCEPTED BY: 

DATE: 12-19-06 

- CHECK IF BASE BID, ONE (1) 1000 MBH BOILER, IS ACCEPTED
- CHECK IF OPTION, ONE (1) 2000 MBH BOILER, IS ACCEPTED

Above Proposal Firm for 30 Days from Date of Proposal Unless Noted Above. This Proposal Subject to Terms and Conditions on Reverse Side

STATE OF ILLINOIS     )  
SS                            )  
COUNTY OF McLEAN    )

A RESOLUTION FOR REAPPOINTMENT OF POLICE CHIEF ROGER AIKEN  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

**WHEREAS**, due to the expiration of term of Police Chief Roger Aiken on the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

**WHEREAS**, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

**BE IT RESOLVED** that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Police Chief Roger Aiken as a Member of the Emergency Telephone System Board, for a four-year term, with the term expiring on the third Tuesday in January, 2011 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this resolution of appointment to Police Chief Roger Aiken and the Director of the Emergency Telephone System Board.

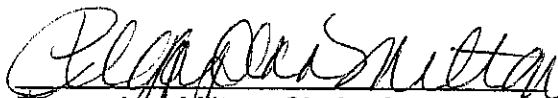
**ADOPTED** by the County Board of McLean County, Illinois, this 19th day of December, 2006.

**APPROVED:**



Michael F. Sweeney, Chairman  
McLean County Board

**ATTEST:**



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF CHRISTINE BRAUER  
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION

**WHEREAS**, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

**WHEREAS**, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

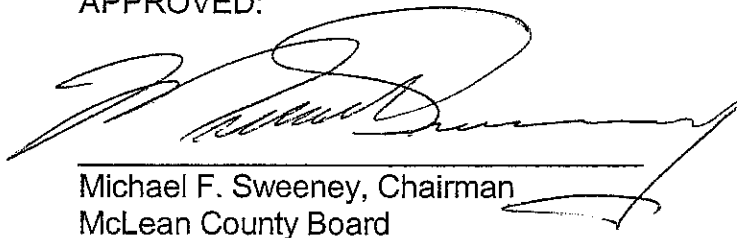
**WHEREAS**, due to the expiration of a term Christine Brauer of the McLean County Regional Planning Commission, it is advisable to consider an appointment or reappointment to this position; now, therefore,

**BE IT RESOLVED** that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Christine Brauer a three year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2009 or until a successor shall have been qualified and appointed.

**BE IT FURTHER RESOLVED** that the County Clerk forward a certified copy of this Resolution of Reappointment to Christine Brauer, to the Director of the McLean County Regional Planning Commission, to the County Auditor, County Clerk and the County Administrator's Office.

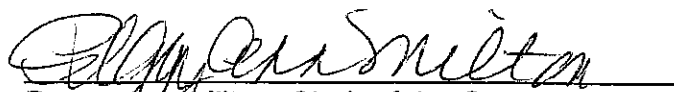
Adopted by the County Board of McLean County, Illinois, this 19<sup>th</sup> day of December, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF MICHAEL E. KURITZ  
AS A MEMBER OF THE  
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of a term on January 1, 2007 of Michael E. Kuritz, a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

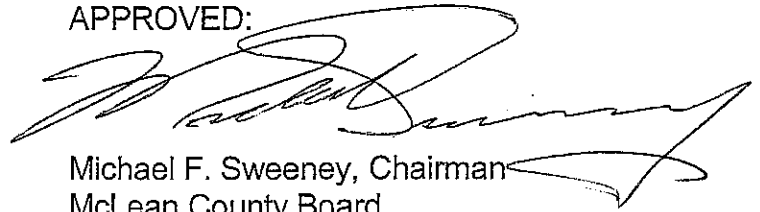
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael E. Kuritz as a member of the Zoning Board of Appeals for a term of five years to expire on January 1, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Michael E. Kuritz, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

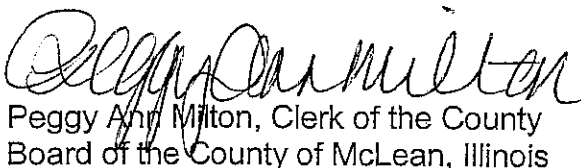
Adopted by the County Board of McLean County, Illinois, this 19<sup>th</sup> day of December, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

e:\ann\aptzba\_Kuritz.res

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JERRY L. HOFFMAN  
AS A MEMBER OF THE  
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of a term on January 1, 2007 of Jerry L. Hoffman, a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

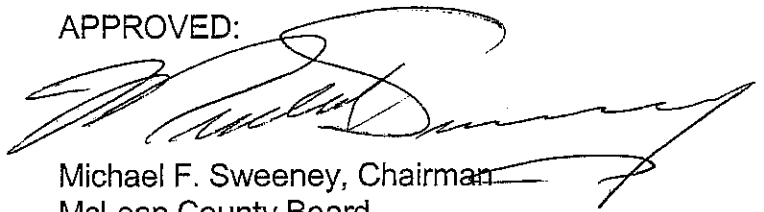
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Jerry L. Hoffman as a member of the Zoning Board of Appeals for a term of five years to expire on January 1, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Jerry L. Hoffman, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

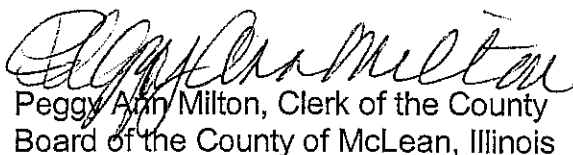
Adopted by the County Board of McLean County, Illinois, this 19<sup>th</sup> day of December, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

e:\ann\aptzba\_Hoffman.res

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JOE ELBLE  
AS A MEMBER OF THE  
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of a term on January 1, 2007 of Joe Elble, a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

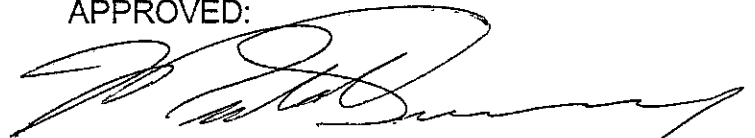
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Joe Elble as a member of the Zoning Board of Appeals for a term of five years to expire on January 1, 2012 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Joe Elble, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.


Adopted by the County Board of McLean County, Illinois, this 19<sup>th</sup> day of December, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

e:\annlaptzba\_Elble.res

STATE OF ILLINOIS  
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF DUANE MOSS  
AS A MEMBER OF THE  
McLEAN COUNTY BOARD OF HEALTH

WHEREAS, due to the resignation of P.A. "Sue" Berglund, as a member of the McLean County Board of Health, it is advisable to consider an appointment to this position; and,

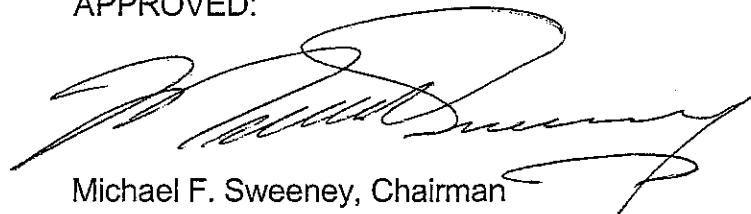
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Public Act 86-962 and Illinois Compiled Statutes, Chapter 55, Sec. 5/5 25012 has the responsibility to fill the expiration of a three-year term by appointment or reappointment, with the advice and consent of the County Board, now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Duane Moss, as a member of the McLean County Board of Health to complete a term of three years to expire on June 30, 2008 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Duane Moss, the County Clerk, the County Auditor, the County Administrator and the McLean County Health Department.

Adopted by the County Board of McLean County, Illinois, this 19<sup>th</sup> day of December, 2006.

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:



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

) STATE OF ILLINOIS )  
SS )  
COUNTY OF McLEAN )

A RESOLUTION FOR APPOINTMENT OF MIKE EMERY  
AS A MEMBER OF THE EMERGENCY TELEPHONE SYSTEM BOARD

WHEREAS, due to the expiration of term of Dave Owens as a member of the Emergency Telephone System Board, it is advisable to consider an appointment to this position; and,

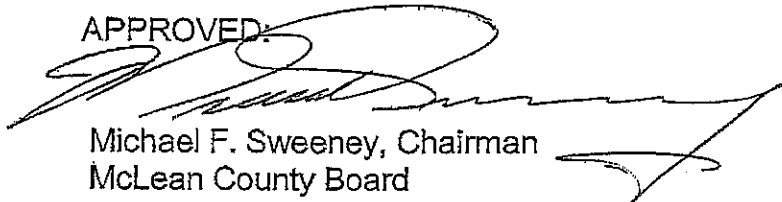
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 50, Section 750/15.4 et. seq. has the responsibility to fill a four-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Sheriff Mike Emery as a Member of the Emergency Telephone System Board to complete a four-year term with the term expiring upon the third Tuesday in January, 2009, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Sheriff Mike Emery, to the Emergency Telephone System Board, to the County Clerk, the County Auditor and the County Administrator's Office.

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

APPROVED:

  
Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

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

Members Owens/Cavallini moved the County Board approve the Consent Agenda as presented. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



EXECUTIVE COMMITTEE:

Member Gordon presented the following:

McLEAN COUNTY REVISED CODE COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES  
FOR CALENDAR YEAR 2007

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (2004) Chapter 5, Section 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2007:

Tuesday	January 16, 2007	9:00 a.m.
Tuesday	February 20, 2007	9:00 a.m.
Tuesday	March 20, 2007	9:00 a.m.
Tuesday	April 17, 2007	9:00 a.m.
Tuesday	May 15, 2007	9:00 a.m.
Tuesday	June 19, 2007	9:00 a.m.
Tuesday	July 24, 2007	9:00 a.m.
Tuesday	August 21, 2007	9:00 a.m.
Tuesday	September 18, 2007	9:00 a.m.
Tuesday	October 16, 2007	9:00 a.m.
Tuesday	November 20, 2007	9:00 a.m.
Tuesday	December 18, 2007	9:00 a.m.

(2) That a copy of this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, and on the County website at [www.mcleancountyil.gov](http://www.mcleancountyil.gov).

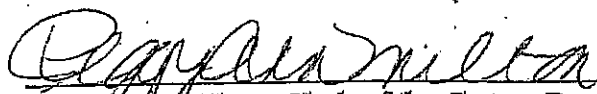
(3) That the County Clerk shall forward a certified copy of this Ordinance to the County Administrator and the First Civil Assistant State's Attorney.

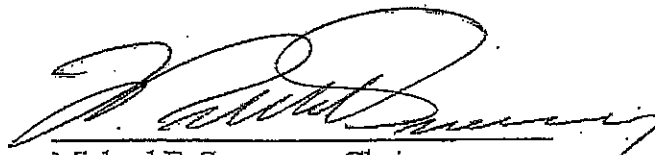
(2)

ADOPTED by the County Board of McLean County, Illinois, 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

Members Gordon/Bostic moved the County Board approve a Request for Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2007. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon presented the following:

McLEAN COUNTY REVISED CODE

HOLIDAY SCHEDULE 5.92

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE  
FOR COUNTY EMPLOYEES FOR THE YEAR 2007

WHEREAS, it is necessary each year that a holiday schedule for County employees be established; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2007 pursuant to Article 4, Section 10.40 of the McLean County Personnel Policies and Procedures Ordinance adopted August 17, 2004, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2007 shall be as follows:

New Year's Day	Monday	January 1, 2007
Martin Luther King Day	Monday	January 15, 2007
President's Day	Monday	February 19, 2007
Memorial Day	Monday	May 28, 2007
Independence Day	Wednesday	July 4, 2007
Labor Day	Monday	September 3, 2007
Veteran's Day	Monday	November 12, 2007
Thanksgiving Day	Thursday	November 22, 2007
Day after Thanksgiving	Friday	November 23, 2007
Christmas Day	Tuesday	December 25, 2007

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except that County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.


5.92-3 That this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, at the Public Library of Bloomington and Public Library of Normal, and on the County website at [www.mcleancountyil.gov](http://www.mcleancountyil.gov).

(2)

5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2006 is hereby repealed effective December 31, 2006.


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

ATTEST:



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

APPROVED:



Michael F. Sweeney, Chairman  
McLean County Board

E:\john\coba\holidays\_2007.ord

Members Gordon/Bass moved the County Board approve a Request for Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2007. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated the General Report is located on pages 103-110.

TRANSPORTATION COMMITTEE:  
Member Bass, Chairman, stated the following: the Transportation Committee has no Items for Action.

**PROPERTY COMMITTEE:**  
Member Bostic, Chairman, presented the following:


**ATTACHMENT NUMBER 16 TO THE AMENDMENT TO THE LEASE AND  
OPERATION AND MAINTENANCE AGREEMENT FOR THE  
LAW AND JUSTICE CENTER**

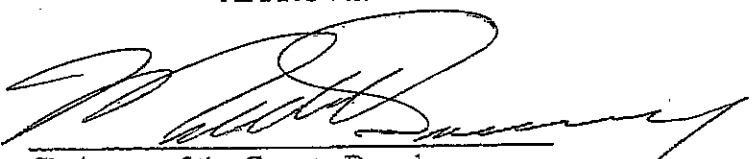
Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center, dated December 18, 1990 between the undersigned parties, the parties hereby declare that the provisions of said agreement are hereby extended to the period beginning on January 1, 2007 and ending December 31, 2007, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,992,611.00.

This ATTACHMENT NUMBER 16 is executed this 7<sup>th</sup> day of November, 2006, by the officers of the Public Building Commission and on December 19<sup>th</sup>, 2006 by the officers of the County.

ATTEST:

APPROVED:

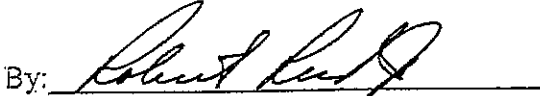
  
Peggy Ann Milton, Clerk of the County Board, McLean County, Illinois

  
Chairman of the County Board  
Michael Sweeney, Chairman

ATTEST:

APPROVED:

  
John L. Morel, Secretary of the PBC

By:   
Robert W. Rush, Chairman

Members Bostic/Cavallini moved the County Board approve a Request for Approval of Attachment Number 16 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center – Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

LEASE AND CONTRACT EXTENSION AGREEMENT NO. 4 EXTENDING THE LEASE OF THE COURTHOUSE BUILDING AND THE CONTRACT FOR OPERATION AND MAINTENANCE ALL DATED DECEMBER 3, 2002

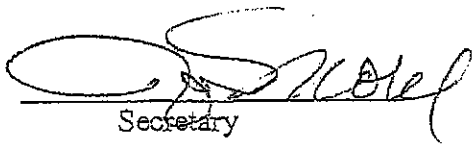
The undersigned as parties to that certain lease between them dated December 3<sup>rd</sup>, 2002, being a one year lease to the County commencing January 1<sup>st</sup>, 2004 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3<sup>rd</sup>, 2002, do hereby agree to extend said lease and contract terms for one additional year beginning January 1<sup>st</sup>, 2007 at an annual rent and payment of \$228,487.00 by each party to the other. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$228,487.00.

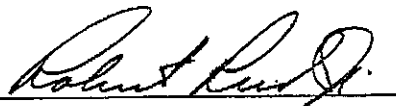
This Extension Agreement No. 4 is executed this 7<sup>th</sup> day of November, 2006 by the Officers of the Public Building Commission of McLean County, Illinois and on December 19<sup>th</sup>, 2006 by the Officers of the County of McLean, Illinois.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION OF MCLEAN COUNTY, ILLINOIS

ATTEST:


  
Secretary

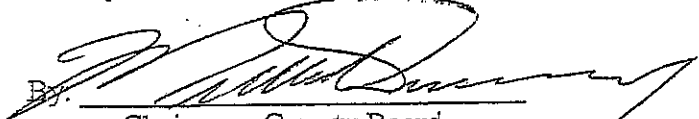
By:   
Chairman

(AFFIX CORPORATE SEAL)

ATTEST:

County of McLean, Illinois

  
County Clerk of McLean County, Illinois

By:   
Chairman, County Board of McLean County, Illinois

Members Bostic/Hoselton moved the County Board approve a Request for Approval of Lease and Contract Extension Agreement No. 4 Extending the Lease of the Courthouse Building and the Contract for Operation and Maintenance all Dated December 3, 2002 - Facilities Management. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic, Chairman, presented the following:

ATTACHMENT NO. FIVE TO AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT FOR THE CITY/COUNTY OFFICE BUILDING

Pursuant to the provisions of that certain AMENDMENT TO LEASE AND OPERATION AND MAINTENANCE AGREEMENT for the City/County Office Building at 115 E. Washington Street, Bloomington, Illinois dated November 20<sup>th</sup>, 2001, between the undersigned parties, the City and County agree to pay to the PBC for the period beginning January 1<sup>st</sup>, 2007 and ending December 31<sup>st</sup>, 2007 the sum of \$780,510.00. Of this total, the City agrees to pay \$390,255 and the County agrees to pay \$390,255.

The PBC agrees to perform the operation, maintenance, upkeep and safekeeping functions for the City/County Office Building for the one-year period beginning January 1, 2007 said functions being all pursuant to the provisions of Section III of the Lease, dated November 20<sup>th</sup>, 2001.

The City and County agree to cause the necessary tax levies to be made to provide for the collection of the funds needed to pay the amounts hereinabove set forth.

This Attachment is executed by the officers of the Public Building Commission, by the Officers of the County of McLean and by the Officers of the City of Bloomington as of the dates set opposite their names.

COUNTY OF MCLEAN

By: 

Chairman, County Board

Executed December 19<sup>th</sup>, 2006

ATTEST:

  
COUNTY CLERK

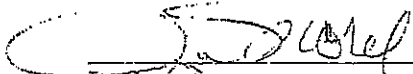
PUBLIC BUILDING COMMISSION OF  
McLEAN COUNTY, ILLINOIS

By: 

Its Chairman

Executed November 23, 2006

ATTEST:

  
Its Secretary

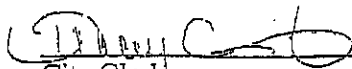
CITY OF BLOOMINGTON

By: 

Its Mayor

Executed Nov. 28, 2006

ATTEST:

  
City Clerk

Members Bostic/Renner moved the County Board approve a Request for Approval of Attachment No. Five to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Confidential

**BASE POWER SALE AND PURCHASE AGREEMENT  
GENERAL TERMS AND CONDITIONS**

Peoples Energy Services Corporation ("Company") and McLean County ("Client") agree to enter into this Power Agreement ("Agreement").

- 1) **Company Obligations.** Company shall sell and cause to be delivered power to Client on a firm basis. Company shall manage all power requirements for Client including nominations and scheduling with Utility for service address(es) specified on the Confirmation from Utility. Company will issue a bill for commodity charges. Except as otherwise provided in Exhibit A, if Client fulfills its obligations in Section 2, Company will be liable for imbalance charges assessed by the Utility and/or Midwest Independent System Operator (MISO), caused by Company. Utility shall remain responsible for the distribution of power to Client's premises and the operation and maintenance of facilities related to such distribution.
- 2) **Client Obligations.** Client shall: a) designate Company as its Alternative Retail Electric Supplier ("ARES") for all purposes of this Agreement and authorizes Company to act as Client's exclusive agent for all matters related to service and billing under Utility's energy choice program; b) purchase from Company its power requirements on a firm basis in accordance with Exhibit A; c) provide Company historical usage; d) provide notice 24 hours in advance of anticipated non-weather related changes in usage; and e) execute necessary documents prior to power deliveries; reimburse Company for network transmission, distribution and transmission losses, congestion and other ancillary service costs, and capacity costs, if required by the Regional Transmission Organization (RTO) incurred by Company in serving Client, which costs may be estimated by Company and subject to a periodic true-up at the end of the term, but in no event less than once each year during the term of this Agreement; and f) meet Company's credit requirements. Client shall be responsible for payment of Utility delivery services bills and any Taxes. If Company is required to remit Taxes, Client shall promptly reimburse Company for such Taxes. Client's Tax obligations will survive the termination of this Agreement.
- 3) **Term.** This Agreement shall be in effect from the date Company signs this Agreement and for an initial term ending on the Utility's scheduled meter read date in December 2008. Service shall commence on the first meter read date after Utility completes its processing of the delivery service request. ~~THIS AGREEMENT WILL EXTEND AUTOMATICALLY, FROM YEAR TO YEAR THEREAFTER UNLESS CANCELED BY EITHER PARTY UPON NOT LESS THAN 30 DAYS WRITTEN NOTICE PRIOR TO THE END OF THE INITIAL TERM OR ANY EXTENSION THEREOF.~~ This Agreement shall be void and of no force and effect if Client is not eligible to take delivery service. The parties may enter into Transaction Confirmations ("Confirmation" or "Exhibit A") from time to time, and the terms and conditions set forth in each Confirmation shall be in effect for the term specified on Exhibit A. ~~Prior to the end of the initial term or any automatic extension of this Agreement or any currently effective Confirmation, (a) Company may submit a new offer, including a revised price, and, absent Client's written objection to that offer within ten (10) days of the offer date, the offer will be deemed accepted, any revisions including price need not be signed by Client, and this Agreement will be deemed amended accordingly; the amendment shall take effect upon expiration of the initial term or applicable extension, or (b) if Company does not submit a new offer, then this Agreement, including price, will continue in full force and effect, absent timely cancellation by either party.~~ The term of any Confirmation may differ from the term of this Agreement. Notwithstanding the foregoing, no termination of this Agreement shall have any effect on a currently effective Confirmation and, as to each such Confirmation, the terms and conditions of this Agreement shall continue to govern. Company reserves the right not to commence service under this Agreement or to return Client to Utility service upon verbal notice, confirmed in writing, if, in Company's sole judgment, there are changes to rules, regulations, tariffs or procedures that adversely affect Company's ability to serve Client and/or provide the service and price set forth on Exhibit A, as amended, extended or modified pursuant to this Section 3.
- 4) **Price and Confirmation.** From time to time Company and Client shall agree to a price, quantity of power, including maximum and minimum commitments, that Company shall sell and deliver, load profile, Delivery Point(s) and other relevant terms and conditions for service under this Agreement, and each such agreement shall be set forth in an Exhibit A. In the event of any conflict between these General Terms and Conditions and any Exhibit A, the terms and conditions of Exhibit A shall govern.
- 5) **Billing and Payment.** Company shall provide monthly invoices for commodity and related services. Client's payment is due on or before fifteen (15) days after the date of Company's statement. Late payment incurs interest at 1.5% per month.
- 6) **Creditworthiness** In addition to all other remedies available to Company at law or in equity, Company may terminate this Agreement and any Exhibit(s) if Client fails to meet Company's credit requirements.
- 7) **Termination or Suspension of Agreement.** If Client breaches this Agreement, Company may suspend or terminate this Agreement and any currently effective Exhibit(s) on reasonable notice and/or hold Client responsible for any resulting Utility charges. Client will pay Company the costs associated with early termination of this Agreement and any effective Exhibit(s). Such costs shall be: (a) the product of (i) total number of kWh contracted for, as stated in Exhibit A, and (ii) 115% of Company's expected margin for this Agreement; (b) any costs associated with liquidating the supply arrangements underlying this Agreement; and (c) any administrative costs incurred by Company.
- 8) **Force Majeure.** Except for Client's obligation to pay Company on time, neither party shall be liable to the other for failure to perform an obligation if such failure was caused by any event beyond the non-performing party's reasonable control, that could not be remedied by the exercise of due diligence and that was not reasonably foreseeable, including without limitation acts of God, interruption of Utility service, acts of others such as industrial disturbances, riots, terrorist acts or wars, and governmental actions. Force Majeure shall not include price changes in the wholesale electric market.
- 9) **Title, Control and Possession, and Risk of Loss.** As between the parties, Company shall be deemed to have title to, and be in control and possession of, power delivered under this Agreement prior to its delivery to Utility. At and after its delivery to the Utility, Client shall be deemed to have title to, and be in control and possession of, such power. Risk of loss shall lie with the party deemed to have title to, and control and possession of, the power.
- 10) **Indemnity.** The party deemed to have title to, and control and possession of, the power shall indemnify and hold the other harmless against all suits, claims, damages, costs or expenses of whatever nature arising from the delivery or receipt of power under this Agreement.
- 11) **Notices.** Notices shall be considered duly delivered if in writing and delivered in person, by facsimile or mail to the address set forth below.

Company:	Client:
Peoples Energy Services Corporation	McLean County
130 East Randolph Dr.	104 W. Front Street
Suite 2300	P.O. Box 2400
Chicago, IL 60601	Bloomington, Illinois 61702-2400
Attn: Manager Customer Service	Attn: Jack Moody
Telephone: (312) 946-5000	309-888-5192
Facsimile: (312) 946-5008	309-888-4201
e-mail: customerservice@peoplesenergy.net	jack.moody@mcleancountyil.gov

- 12) **Confidentiality.** Client agrees that the terms and conditions of this Agreement and each Exhibit shall remain confidential, except for any required disclosure by law. In case of such disclosure, Client shall provide prompt notice to Company.
- 13) **Miscellaneous.** The terms of this Agreement extend to either party's successors and assigns. Client may not assign this Agreement without obtaining Company's prior written consent. This Agreement will be governed by Illinois law. This Agreement contains the entire agreement between



the parties, and there are no promises, agreements, warranties, obligations, assurances, or conditions precedent or otherwise affecting it. Any change, modification, or alteration of this Agreement, except changes to Section 11 which must be in writing but need not be signed by both parties, shall be in writing, signed by the parties to this Agreement. No course of dealing or course of performance between the parties shall be construed to alter the terms hereof or any Exhibit(s). If any provision in this Agreement or any Exhibit(s) is determined to be invalid, void or unenforceable by any court having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision of this Agreement or any Exhibit(s). A waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement will not operate as a waiver of any future default or defaults. The parties agree that there is no third party beneficiary to this Agreement and any Exhibit(s) and that the provisions of this Agreement do not impart any enforceable rights to anyone who is not a party. This Agreement shall be subject to all valid and effective laws, orders, rules, regulations and directives of all duly constituted federal, state and local governmental authorities having jurisdiction. A photocopy or fax copy of this Agreement is a legally binding Agreement. All of Client's remedies hereunder are exclusive. This offer by Client is not binding until accepted by Company. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR PUNITIVE, EXEMPLARY, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER THIS AGREEMENT. COMPANY'S TOTAL LIABILITY TO CLIENT AND CLIENT'S EXCLUSIVE REMEDY HEREUNDER SHALL NOT EXCEED THE AMOUNT OF CLIENT'S HIGHEST MONTHLY BILL.

**Exhibit A Fixed Price**

- Contract Quantity:** Client's Contract Quantity shall be equal to the last 12 months of usage, except as modified by Client and Company in writing.
- Supply Price:** Company's fixed price to Client at the Illinois Hub shall be determined as follows:

Consumption	Price (\$/kWh)	Description of Charge	Included	Not Included
On-Peak	\$0.05624	Imbalance Charges*	X	
Off-Peak	\$0.05624	Energy Price	X	
Non-Time of Use	\$0.05624	Losses, Transmission and Ancillary costs		X

\* Client is responsible for imbalance charges caused by Client using power in excess of or less than the Contract Quantity unless such over or under usage is within the Client's stated swing allowance. On-Peak and Off-Peak Periods shall have the meanings ascribed to them by Utility. Non-Time of Use prices shall be applied to consumption measured by summary meters if applicable. Unmetered usage shall be billed at the non-time use rate. Company shall invoice Client each monthly billing period as established by, or consistent with, Utility (each a "Billing Period").

All other charges, including without limitation, distribution and transmission losses, transmission services charges, ancillary charges, capacity charges, congestion, regional transmission organization (RTO) or similar charges, will be charged to the Client and payable on Client's regular invoice from Company. Utility distribution charges and applicable regional transmission organization (RTO) charges included on Client's delivery service bill from the Utility shall be Client's responsibility. Client acknowledges that Utility requires more energy to be supplied to the control area than Client consumes at its meter(s).

- Usage:** The fixed prices shall be effective only for usage within 30% (plus or minus) of the Contract Quantity and associated rate classification. For any given month(s) that Client's usage is not within 30% (plus or minus) of any of the Contract Quantity components, Company shall have the right to re-price the account for such month and from such month forward. If the Client does not accept revised pricing, the Company can terminate service to the account and Customer shall owe the Company the costs of such early termination to be calculated as follows: (a) the product of (i) total number of kWh contracted for, and (ii) 110% of Company's expected margin for this Confirmation; (b) any costs associated with liquidating the supply arrangements underlying this Confirmation; and (c) any administrative costs incurred by Company.
- Term:** This Confirmation shall commence on the later to occur of a) first meter read date after Utility completes its processing of the delivery service request, or b) January 2007. This Confirmation shall remain in effect through the Utility's scheduled meter read date in December 2008.
- Full Requirements:**  yes;  no
- Service:**  Firm or  Interruptible
- Utility:** Ameren
- Client Information:**

Client Name	McLean County		
Utility Number	See Attachment 1	Meter Number	See Attachment 1
Service Address	See Attachment 1	Billing Address	104 W. Front Street, P.O. Box 2400
City, State, Zip	See Attachment 1	City, State, Zip	Bloomington, Illinois 61702-2400
Contact Name	See Attachment 1	Billing Contact	Attn: Jack Moody
Phone Number	See Attachment 1	Phone Number	309-888-5192
Fax Number	See Attachment 1	Fax Number	309-888-4201

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by their duly authorized representative.

<b>McLean County</b>	<b>Peoples Energy Services Corporation</b>
Signature: _____	Signature: _____
Name: <u>Michael F. Sweeney</u>	Name: <u>James Brett</u>
Title: <u>Chairman, County Board</u>	Title: <u>Director of Sales</u>
Date: <u>December 19, 2006</u>	Date: _____

Peoples Energy Services is not the same company as Peoples Gas. The rates of non-utility gas suppliers like Peoples Energy Services are not regulated by the Illinois Commerce Commission. You do not need to buy products or service from Peoples Energy Services in order to receive the same quality service from Peoples Gas.

**ATTACHMENT 1 to Exhibit A between Peoples Energy Services and McLean County Signed by Client on 12/19/2006**

Ameren Acct #	Ameren Meter #	Price/KWh Summer	Price/KWh Non-Summer	Client Name	Service Address	Service City	Service State	Service Zip	Billing Address	Billing City	Billing State	Billing Zip
2168323851	92284848	0.05624	0.05624	McLean Co. Emergency Service	903 N. Main Street	Normal	IL	61761	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
7895156491	92264237	0.05624	0.05624	McLean Co. Juvenile Detention Center	903 N. Main Street	Normal	IL	61761	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
1285495053	06202829	0.05624	0.05624	McLean Co. Museum of History	200 N. Main Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
2356075373	47702872	0.05624	0.05624	McLean Co. Nursing Home	901 N. Main Street	Normal	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
9057692487	47700876	0.05624	0.05624	McLean Co. Law & Justice Center	104 W. Front Street	Bloomington	IL	61702	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
9385977933	81369644	0.05624	0.05624	McLean Co. Animal Control Center	1375 East Rd	Bloomington	IL	61704	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
3268499213	92264238	0.05624	0.05624	McLean Co. Fairview Building	905 N. Main Street	Normal	IL	61761	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
2797122253	47704630	0.05624	0.05624	McLean Co. Government Center	115 E. Washington	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
6233367213	81440348	0.05624	0.05624	McLean Co. Government Park Lot	115 E. Washington	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
5616000650	01421384	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
9242584334	06202531	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
1555082575	47703595	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
2321931538	06202530	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
3379852818	47703597	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
5117087218	83777271	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
9832518253	89281608	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
6041791859	06202742	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
0933932659	86985184	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
1026377773	47705344	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
4222212974	79867808	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
7881260813	78951928	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
1587829932	47703594	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
8340856659	45U00314	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
7358011057	45U00312	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
5541245290	47705203	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
1327975052	76363594	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702
0875185459	70538833	0.05624	0.05624	McLean Co. Health Dept.	200 W. Front Street	Bloomington	IL	61701	104 W. Front Street, P.O. Box 2400	Bloomington	IL	61702

CLIENT: PEOPLES ENERGY SERVICES

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

CLIENT:

Signature: \_\_\_\_\_

Name: Michael F. Sweeney

Date: 12/19/06

# McLean County

## Electric Supply Quote (RFP): Submitted December 18, 2006 January 1, 2007 - December 31, 2008 (term)

Energy Company Name	All prices for the following components are guaranteed for the term of the agreement (Y/N) Required	All of the following are included in the RFP response (Y/N)	USAGE		SUPPLIER'S PRICE			PASS THROUGH COSTS or Fixed Cost?			COLLARS Y/N?	TOTAL Bundled Cost
			ON PEAK (kWh's)	OFF PEAK (kWh's)	ON PEAK Supply (per / kWh)	OFF PEAK Supply (per / kWh)	Capacity (per / kWh)	Line Losses (per / kWh)	Transmission and Ancillary charges, ( For any components other than listed in spreadsheet)	AmerenIP Delivery Service Tariff (per / kWh)		
Included	Yes		9,275,714	14,662,565	\$0.05924	\$0.05924	\$0.00000	\$0.00381	\$0.00234	W		per kWh \$0.0623
Fixed price for term												

	<p>Suppliers Price is locked and Guaranteed for the term of the agreement. Peoples Energy Services only locks the Supply charge. All other charges: losses, transmission, distribution, ancillary, congestion, (if applicable) and other like charges will be passed-through without mark-up. Currently, Ameren has no Capacity charge.</p> <p>Due to Ameren Tariffs all accounts prices will start on their respective meter read date in January (all suppliers, providing electric supply in Ameren must give Ameren 7 days notice before the accounts meter read date).</p> <p>The above pricing is an aggregated price for the 27 McLean County accounts asked to price.</p>		<p>Currently Ameren has no Capacity charge. However, if Ameren starts to charge for capacity it will be passed through without markup</p>	<p>Line Losses are not fixed and are passed through without mark up</p>	<p>Transmission and Ancillary fees are not locked and are passed through without markup</p>	<p>Fee originates from AmerenIP and is subject to rate case</p>	<p>Peoples Energy Services only locks the Supply charge. All other charges: losses, transmission, distribution, ancillary, congestion (if applicable) and other like charges will be passed-through without mark-up. Currently, Ameren has no Capacity charge.</p>	<p>Standard Contract Collar is 30% plus or minus. However, there is no penalty for usage outside the collar. Lastly, the collar can be increased from 30% to 100% upon request</p>				
<p>If no to any question - please explain.</p>												

Members Bostic/Ahart moved the County Board approve a Request for Approval to Award Bid for Alternate Electrical Energy Service for McLean County Facilities (Contract and Bid to be distributed at Board Meeting) – Facilities Management. Jack Moody stated the following: beginning in January of 2007, Ameren IP's tariff has been award which increases the cost of electricity to all people with electrical accounts. McLean County has 27 Ameren IP accounts throughout all of the County facilities. Beginning in January, the tariff begins. We would be paying the highest price you can pay for electricity by continuing with Ameren IP. We met with them and obtained the list of electricity service providers for this area that are authorized to sell electricity. Providers are competitive. All throughout the year they can buy electricity at a lower rate and turn around and re-sell it to consumers and can save money that way. We put together a bid proposal and the bids came back. We had firm that was lower than the others and that firm is Peoples Energy Services. Their rate for a contract period of January 2007 to December 2008 is .05624 cents per kilowatt hour. That equates to a savings across the County over the two-year period of an estimated \$411,000. We will still have some charges from our utility company because they own the transmission lines but our electrical service itself will be purchased from a third party, in this case, Peoples Energy. It is very similar to natural gas. We have been buying natural gas for years this way. We get a Nicor bill in the mail for the gas lines that they own and we also get the energy bill for the natural gas we use from a company that we have used for years and we have been saving thousands of dollars that way on natural gas. I'd be happy to answer any questions. Chairman Bostic stated the following: you may want to explain the timing on the quote which will explain why we weren't able to give any detail until just this morning. Mr. Moody stated the following: because it is a competitive market, the cost for electricity changes every day. We received our quotes for this meeting yesterday at 10:00. According to the RFP, the quotes had to be good through this morning, because they do change. They may have already changed this morning but the company has locked us in at this rate. It is locked in, with the Board's approval this morning and an authorization to enter into this contract. The contract has to be faxed to the firm this morning and then we will be locked in for the next two years. Member Gordon stated the following: I wanted to comment on the last page. I'm greatly encouraged to read that if Ameren starts to charge for capacity they will bear the cost and it cannot be passed through. Mr. Moody stated the following: any legislation that happens in Springfield, any rate changes, any State Legislation that alters the tariff, will get passed through because everybody will have to accept that, but the cost of supply will not change. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the General Report was located on pages 118-123.

JUSTICE COMMITTEE:  
Member Renner, Chairman, presented the following:

**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
---	---------	------------	------------

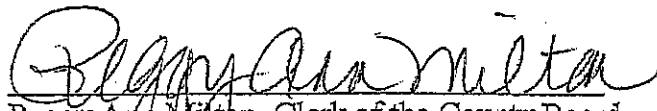
(2)

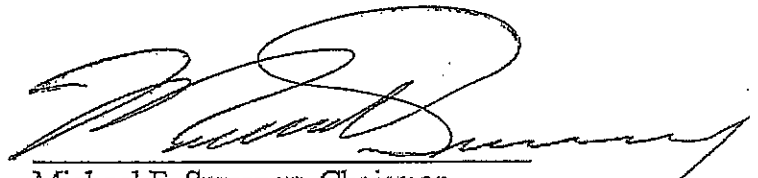
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Coroner.

ADOPTED by the County Board of McLean County this 19<sup>th</sup> 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

Members Renner/Rackauskas moved the County Board approve a Request for 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 (to accept funds from Death Certificate Surcharge Fund) – Coroner's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**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 a donation of \$1,200.00 from the McLean County Funeral Directors Association to be spent for the betterment of the Coroner's Office without restriction; and,

**WHEREAS**, the Justice Committee, at a special meeting on Tuesday, December 19, 2006, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of a donation from the McLean County Funeral Directors Association; 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:
- 2.

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Donations			
0001-0031-0038-0410.0013	\$ 0.00	\$1,200.00	\$1,200.00

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:

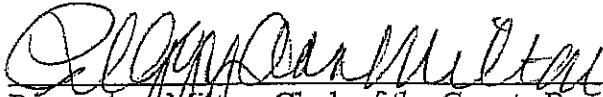
Non-Major Equipment			
0001-0031-0038-0622.0001	\$1,100.00	\$1,200.00	\$2,300.00


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 19<sup>th</sup> 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\_donation.dec06

Members Renner/Cavallini moved the County Board approve a Request for 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 (to accept funds from the McLean County Funeral Directors Association) – Coroner's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Renner, Chairman, presented the following:

**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

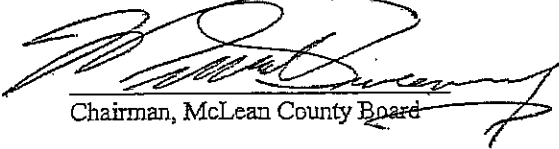
EFFECTIVE DATE

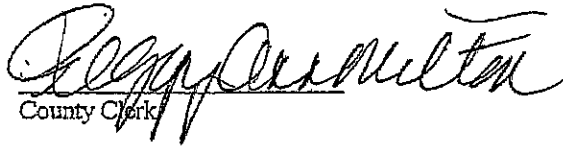
This Intergovernmental Agreement shall continue in full force and effect beginning the \_\_\_ day of \_\_\_\_\_, 2006 until such time as it may be amended or revised by the same action that caused its adoption. The Intergovernmental Agreement entered into by the parties on March 10, 1997 is hereby repealed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

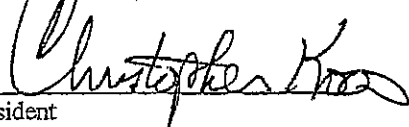
  
Chairman, McLean County Board

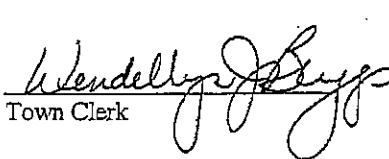
  
County Clerk

Dated 12-19-06

Town of Normal,

ATTEST:

  
President

  
Town Clerk

Dated 12-16-06

Members Renner/Butler moved the County Board approve a Request for Approval of an Intergovernmental Agreement between McLean County and the Town of Normal Creating the MetCom Centralized Communications Center – MetCom Department 0030. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Renner, Chairman, presented the following:

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)

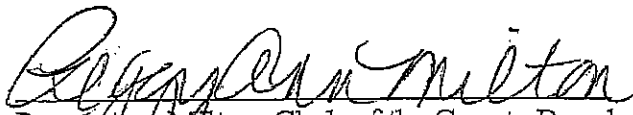
	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MetCom Radio/Communications Equipment Maintenance 0452-0030-0090-0743.0001	\$ 79,750.00	\$ 45,000.00	\$124,750.00
MetCom Computer Equipment Purchase 0452-0030-0090-0833.0002	\$ 15,000.00	\$ 13,700.00	\$ 28,700.00
TOTAL:		\$ 58,700.00	

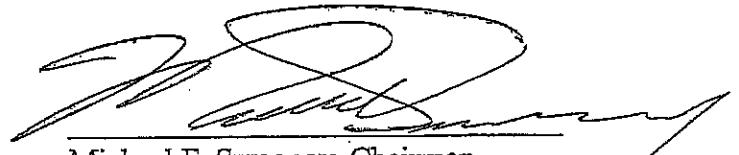
3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Director of MetCom and the County Administrator.

ADOPTED by the McLean County Board this 19<sup>th</sup> 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

Members Renner/Harding moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

**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.

#### **III. 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

Dean Aeilts  
Director/Chief Probation Officer  
Logan County Courthouse  
Room 16  
Lincoln, IL 62656

**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:**

Richard E Logan  
Logan County Board Chairman

12-14-2006  
Date

**ATTEST:**

Steph Lott  
Logan County Clerk

12/14/06  
Date

**APPROVED:**

[Signature]  
McLean County Board Chairman

11-21-06  
Date

**ATTEST:**

Glenn Milton  
McLean County Clerk

11/27/06  
Date

Y:/hug/documents/Master Contract Juvenile Detention Center.doc

Members Renner/Owens moved the County Board approve a Request for Approval of a Contract for Lease of Space in the McLean County Juvenile Detention Center between McLean County and Ford County – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

**Member Renner, Chairman, presented the following:**

<b>PROGRAM TITLE:</b>	Juvenile Reporting Center Program Equipment Request	
<b>AGREEMENT NUMBER:</b>	503603	
<b>PREVIOUS AGREEMENT NUMBER(S):</b>	N/A	
<b>ESTIMATED START DATE:</b>	October 1, 2006	
<b>SOURCES OF PROGRAM FUNDING:</b>	<b>Designated</b>	<b>Budgeted</b>
JAIBG FHY03 Funds	\$ 32,515	\$ 13,050
County of McLean	\$ 3,613	\$ 1,450
Over-Matching Funds	\$	\$
<b>Total:</b>	<b>\$ 36,128</b>	<b>\$14,500</b>
<b>IMPLEMENTING AGENCY:</b>	McLean County on behalf of McLean County Juvenile Court Services	
<b>ADDRESS:</b>	104 West Front Street Room 103 Bloomington, IL 61701	
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>	37-6001569	
<b>AUTHORIZED OFFICIAL:</b>	Michael F. Sweeney	
<b>TITLE:</b>	County Board Chairman	
<b>TELEPHONE:</b>	(309) 828-2717	
<b>FAX:</b>	(309) 828-0404	
<b>E-MAIL:</b>	Michael.Sweeney@aol.com	
<b>PROGRAM FINANCIAL OFFICER:</b>	Rebecca C. McNeil	
<b>TITLE:</b>	McLean County Treasurer	
<b>TELEPHONE:</b>	(309) 888-5180	
<b>FAX:</b>		
<b>E-MAIL:</b>	Treasurer@mcleancountyil.gov	
<b>PROGRAM AGENCY:</b>	McLean County Extended Day Program	
<b>ADDRESS:</b>	200 W. Front Street Suite 500-D Bloomington, IL 61701	
<b>PROGRAM DIRECTOR:</b>	Randy J. Macak	
<b>TITLE:</b>	Deputy Director	
<b>TELEPHONE:</b>	(309) 888-5432	
<b>FAX:</b>	(309) 888-5339	
<b>E-MAIL:</b>	randymacak@mcleancountyil.gov	
<b>FISCAL CONTACT PERSON:</b>	Randy J. Macak	
<b>AGENCY:</b>	McLean County Extended Day Program	
<b>TITLE:</b>	Deputy Director	
<b>TELEPHONE:</b>	(309) 888-5432	
<b>FAX:</b>	(309) 888-5339	
<b>E-MAIL:</b>	randy.macak@mcleancountyil.gov	
<b>PROGRAM CONTACT PERSON:</b>	Randy J. Macak	
<b>TITLE:</b>	Deputy Director	
<b>TELEPHONE:</b>	(309) 888-5432	
<b>FAX:</b>	(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,

- 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-SUPLANTATION**

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 15<sup>th</sup> 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 33B-3 or 33B-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:

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

- Temporarily withhold cash payments pending correction of the deficiency by 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

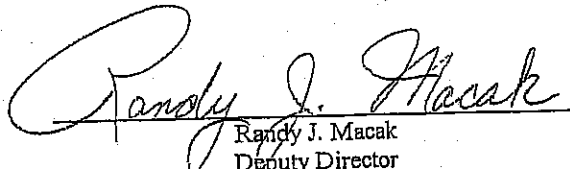
SECTION 46. ACCEPTANCE

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: # 12 157

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).

JAIBG 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.



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

	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
EQUIPMENT	\$ 13,050.00	\$ 1,450.00	\$ 14,500.00
TOTAL COST	\$ 13,050.00	\$ 1,450.00	\$ 14,500.00

Budget & Budget Narrative

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	\$ 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





McLean County

## 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.

Members Renner/Dean moved the County Board approve a Request for Approval of a Juvenile Accountability Incentive Block Grant, Agreement #503603 – Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

RESOLUTION of the McLEAN COUNTY BOARD  
APPROVING AND ADOPTING  
THE 2007 McLEAN COUNTY EMERGENCY OPERATIONS PLAN

WHEREAS, pursuant to 20 *Illinois Compiled Statutes* (2004) 3305/10 the McLean County Emergency Management Agency (the "EMA") is required to prepare an emergency operations plan for its geographic boundaries that complies with planning, review, and approval standards promulgated by the Illinois Emergency Management Agency; and,

WHEREAS, the EMA has prepared the 2007 McLean County Emergency Operation Plan including the WMD Terrorism Incident Annex; and,

WHEREAS, the Director of the EMA has placed a copy of the 2007 McLean County Emergency Operations Plan in the County Administrator's Office for review; and,

WHEREAS, the Director of the EMA has prepared a memorandum to the County Board summarizing the additions, corrections, and changes made in the 2007 McLean County Emergency Operations Plan; and,

WHEREAS, the Justice Committee, at a Special Stand-up Committee meeting on Tuesday, December 19, 2006, recommended approval of the 2007 McLean County Emergency Operation Plan including the WMD Terrorism Incident Annex; now, therefore,

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

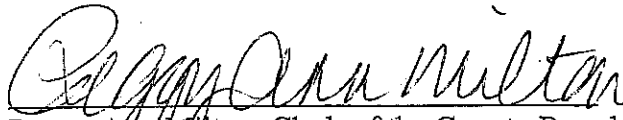
- (1) The McLean County Board hereby approves and adopts the 2007 McLean County Emergency Operation Plan including the WMD Terrorism Incident Annex as prepared and submitted by EMA.
- (2) The McLean County Board hereby directs the Director of EMA to forward the 2007 McLean County Emergency Operation Plan including the WMD Terrorism Incident Annex to the Illinois Emergency Management Agency for review and approval.
- (3) The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of EMA, the McLean County Sheriff and the County Administrator.

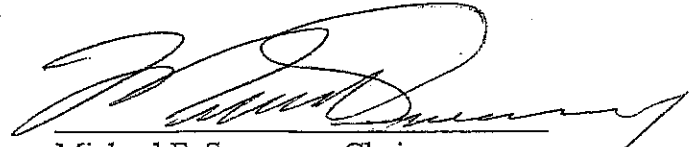
(2)

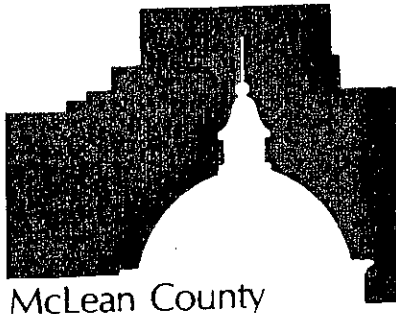
ADOPTED by the McLean County Board this 19<sup>th</sup> day of December, 2006.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board



McLean County

EMERGENCY MANAGEMENT AGENCY

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

104 W. Front St., Room B10 P.O. Box 2400

Bloomington, Illinois 61702-2400

December 8, 2006

Memo to: The Honorable Chairman and Members of the McLean County Board

From: Curtis Hawk *Curtis Hawk*

Re: Summary of Changes to the 2007 Emergency Operations Plan.

McLean County's Emergency Operations Plan has undergone many changes over several years as our agency has grown to embrace the newest technology and guidance from the U.S. Department of Homeland Security.

In 2004 the County Board adopted the Resolution to administer the National Incident Management System (NIMS) as a recognized model for All-Hazards incident management to public safety response.

The following summaries of changes to the plan are outlined below.

- ❖ Initial changes included the maintenance upkeep of the Operations Plan to include name and title changes of responders, agencies and locations (i.e. New Sheriff, Agencies Directors, phone numbers, addresses, Staff changes and/or responsibilities).
- ❖ **Standardization** of our core set of concepts, principles, and terminology to assist in local agencies, responders and private entities at all levels that we can work together to manage incidents, regardless of their cause, size, location, or complexity.
- ❖ **Mutual agreements and standardized organizational structures** – such as the Incident Command System (ICS) and Unified Command (UC) these have improved our interoperability among jurisdictions and disciplines including our improved training, resource management, communications and preparedness planning.
- ❖ **In the Basic Plan section:** Procedures detailing how the County will request outside assistance in a disaster, such as assistance from other EMA's the State IEMA or both.
- ❖ **Public Information section:** Designated a facility as the Joint Public Information Center to coordinate emergency public information with responding agencies as well as the State EOC creating a single source of information released to the public.

- ❖ **Damage Assessment:** assigning specific tasks and responsibilities to a team to quickly coordinate damage assessment activities following a major disaster providing timely information to the public of shelters, damage to utilities, determining unsafe structures, and repair information.
- ❖ **Deleted task specific Annexes:** per the State evaluation of the 2005 EOP annexes were suggested for deletion included Earthquake, Law Enforcement, Public Works, Fire & Rescue, Flooding, and Radiological Hazards. These tasks although removed from the written plan are still addressed in the All-Hazards planning considerations. The State also suggested that the Tornado Response Annex also be considered for deletion. We chose to keep this annex as we have one of the finest Severe Weather Spotter networks in Illinois and many other Counties are adopting our Spotter plan.
- ❖ **Additional New Annexes:** from "Lessons Learned" we have reviewed our areas of planning in Evacuations and Human Services. Here we are adding an annex covering Special Needs Populations and sheltering needs of those with pets that may not want to evacuate until the needs of their pets are met. This led us to develop the beginnings of the Cat and Dog Shelter Plan. This plan although not complete gives a base plan to build on in the event of needs to shelter small animals resulting from a disaster. We have also reviewed an annex covering Donated Goods Management as this was a major concern during my deployment to Mississippi following the Katrina Hurricane.

Thank you.

Members Renner/Owens moved the County Board approve a Request for Approval of the 2007 McLean County Emergency Operations Plan – EMA. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

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

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

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

**WHEREAS**, the Sheriff's Department received a donation in the amount of \$1,000.00 from WalMart Corporation; and,

**WHEREAS**, the Sheriff's Department would like to apply these funds to repair equipment used to match jail inmate finger prints to the fingerprint database; and,

**WHEREAS**, the Justice Committee, at a Special Meeting on Tuesday, December 19, 2006, approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the donation revenue and to apply it to the repair of the jail fingerprint units; now therefore,

**BE IT ORDAINED** by the McLean County Board as follows:

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


	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Contributions			
0001-0029-0031-0410.0013	\$ 00.00	\$ 1,000.00	\$ 1,000.00
Equipment Maint. Repair			
0001-0029-0031-0741.0001	\$ 00.00	\$ 1,000.00	\$ 1,000.00
Total		\$ 1,000.00	

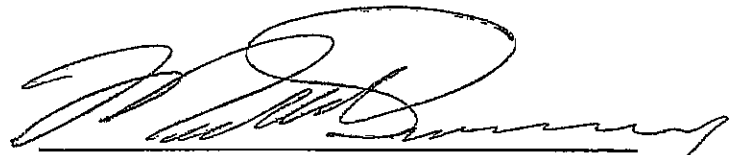
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

ADOPTED by the County Board of McLean County this 19<sup>th</sup> day of December, 2006.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

Members Renner/Hoselton moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation And Budget Ordinance (to accept a grant from Wal-Mart), Sheriff's Department 0029. Member Gordon stated the following: what is the reason for the grant. Member Renner asked the following: what are the circumstances surrounding the Wal-Mart grant, Sheriff Emery? Sheriff Emery stated the following: the grant was solicited under the former administration and it is a grant that Wal-Mart provides to public safety departments and it is to upgrade fingerprint technology in the jail. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated the General Report was found on pages 175-186.

LAND USE AND DEVELOPMENT COMMITTEE:  
Member Gordon, Chairman, stated there were no Items for Action and the General Report could be found on pages 187-189.

**FINANCE COMMITTEE:**  
Member Owens, Vice-Chairman, presented the following:

An Ordinance of the McLean County Board  
Amending the 2007 Combined  
Appropriation and Budget Ordinance for Fund 0112

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2007 appropriation in Fund 0112 Sub department 0060 Mental Health, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:


1. That the Treasurer is requested to increase revenue line 0400-0000 Unappropriated Fund Balance - in Fund 0112, Department 0061, Program 0060, by \$167,424 from \$0 to \$167,424.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0112, Department 0061, Program 0060, Mental Health as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0706-0005	Drug Court CES	\$ 0	\$167,424	\$167,424
TOTALS:		\$ 0	\$167,424	\$167,424

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

Adopted by the County Board of McLean County this 19<sup>th</sup> day of December, 2006.

ATTEST:

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

APPROVED:

  
Michael F. Sweeney Chairman of the  
McLean County Board

F:\adm\budg\07Drugcourtamend





McLean County

Health Department


200 W. Front St. Room 304

Bloomington, Illinois 61701

(309) 888-5450

## Memorandum

To: The Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director 

Date: November 22, 2006

Re: Budget Amendment – McLean County Drug Court

The attached action represents the culmination of a joint effort between the McLean County Health Department and the McLean County justice system to implement a drug court treatment component. The planning meetings for this effort began during the spring of 2006. Under the plan, the Health Department is utilizing a portion of its mental health tax levying authority to cover the cost of a treatment contract with Chestnut Health Systems for drug court offenders. That contract will be handled in a similar manner to other department mental health, substance abuse and developmental disabilities services contracts.

For 2007, no additional tax funds will be levied. Instead, a portion of the department's unencumbered fund balance will be depleted. However for calendar year 2008, the levy will need to be increased to cover the cost of treatment. As stated within the program narrative, this is a McLean County Board priority.

**Budget Amendment  
Fund 0112  
Drug Court**

During the spring of 2006, the County Administrator's Office and the Chief Judge requested that the McLean County Health Department consider using a portion of its mental health levy to cover the cost of treatment services for offenders referred through the newly created McLean County Drug Court. The request specifically asked that our department increase its contract line for mental health services to cover expenses associated with a staffing contract for treatment through Chestnut Health Systems. The annualized cost is estimated to be approximately \$167,000 per year for 40 patients. The program is currently underway on a limited basis through resources derived through the General Fund. The outpatient program is supervised by County's probation office and the courts. Under the program design, contract compliance would be monitored through the McLean County Health Department in line with its other mental health, developmental disabilities, and substance abuse service agreements. A contract with Chestnut Health Systems for calendar year 2007 was approved by the McLean County Board of Health at its meeting of November 1<sup>st</sup>.

For calendar year 2007, funds to support the program will come from the Health Department unencumbered fund balance. At this point, that balance is well in excess of \$960,000. Thus, a reduction of \$167,424 will not cause a meaningful decrease. For calendar year 2008, the program will need to be supported through an increased mental health tax levy. The overall rate for the Health Fund is approximately \$.06 below its maximum. Less than \$.03 of the \$.05 property tax levy approved by the voters as part of a 1989 referendum is being used. The levy rate increase needed to support the drug court treatment program is less than ½ a cent.

The Drug Court program has been identified by the County Board as one of its key priorities.

Members Owens/Cavallini moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance of the McLean County Board Amending the 2007 Combined Appropriation and Budget Ordinance for the Health Department Fund 0112 – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

McLEAN COUNTY REVISED CODE      NURSING HOME RATES RESOLUTION 14.27

CHAPTER 14 - NURSING HOME

Resolution Establishing Charges for Services  
McLean County Nursing Home

WHEREAS, Illinois Compiled Statutes (2004), Chapter 55, Section 5/5 1005.6 empowers the County of McLean to erect and maintain a County Nursing Home and to establish rates to be paid by persons seeking care and treatment in the Nursing Home; and,

WHEREAS, Illinois Compiled Statutes (2004), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and,

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and,

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on Tuesday, December 5, 2006, has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective January 1, 2007;

1. The daily rate for resident care in the non-Medicare certified section shall be \$131.00.
2. The daily rate for resident care in the Medicare certified section shall be \$150.00.
3. The following charges are hereby established for supplies and services:

a)	Medical supplies	Cost plus 20%
b)	Medications in the Medicare Section	Cost plus 50%
c)	Lab procedures in the Medicare Section	Cost plus 20%
d)	Respiratory Therapy	Cost plus 20%
e)	Speech Therapy	Cost plus 20%
f)	Occupational Therapy	Cost plus 20%
g)	Physical Therapy	Cost plus 20%
4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home, the County Treasurer, and the County Administrator.

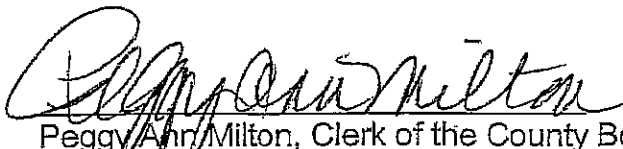
EFFECTIVE DATE: This resolution shall be in full force and effect on January 1, 2007 and this Resolution shall supersede any previous resolution establishing Nursing Home care rates.

(2)

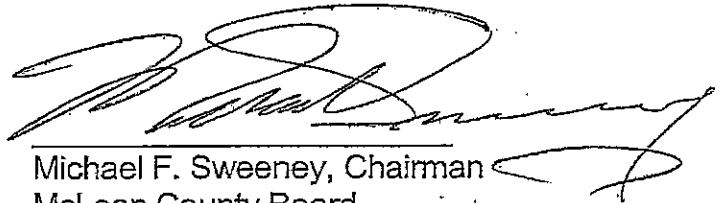
ADOPTED by the County Board of McLean County, Illinois, this 19th day of December, 2006.

ATTEST:

APPROVED:



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



Michael F. Sweeney, Chairman  
McLean County Board

E:\Ann\Resolutions\NH2007RATE.RES.doc

Members Owens/Bass moved the County Board approve a Request for Approval of the Proposed 2007 Private Pay Rate – Nursing Home. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

**RESOLUTION AMENDING THE FISCAL YEAR 2007  
FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
FOR THE SHERIFF'S OFFICE**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2006 which becomes effective on January 1, 2007; and,

WHEREAS, the Sheriff has recommended that the present staffing in the Sheriff's Office Jail Division be reorganized in order to increase operational effectiveness; and,

WHEREAS, the Finance Committee, at its meeting on December 7, 2006, recommended approval of the proposed changes in the Full-Time Equivalent Positions Resolution for the Sheriff's Office; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:


<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0029-0031	11	503.4105 Jail Operations Supervisor	2.00	(1.00)	1.00
0001-0029-0031	12	503.XXXX Assistant Jail Superintendent	0.00	1.00	1.00

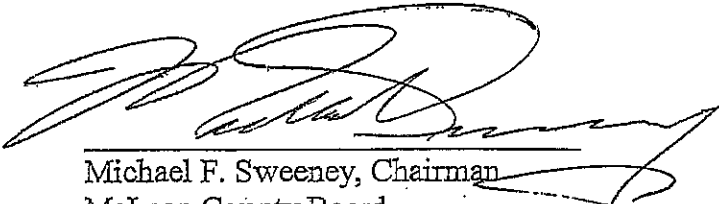
The County Clerk is hereby directed to provide a certified copy of this Resolution to the Sheriff, the County Treasurer, and the County Administrator.

ADOPTED by the County Board of McLean County, Illinois, 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

Members Owens/Hoselton moved the County Board approve a Request for Approval of Resolution Amending the Fiscal Year 2007 Full-Time Equivalent Positions Resolution – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

**RESOLUTION OF THE McLEAN COUNTY BOARD AUTHORIZING THE  
MCLEAN COUNTY SHERIFF  
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY  
UNDER THE McLEAN COUNTY PERSONNEL ORDINANCE AND POLICY**

WHEREAS, pursuant to the Fiscal Year 2007 Adopted Budget for the McLean County Sheriff, and as a result of a recent reorganization, the Sheriff finds it necessary to recruit and fill several positions; and,

WHEREAS, the Sheriff has advised the Finance Committee that he has identified candidates with the required qualifications and experience to fill top management positions in the Sheriff's Office; and,

WHEREAS, the Sheriff desires to establish a progressive compensation structure within the Office; and

WHEREAS, the Finance Committee, at its regular meeting on December 7, 2006, approved the request of the Sheriff to offer salaries above the starting maximum salaries under the McLean County Personnel Ordinance and Policy; now, therefore,


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


- (1) That the Sheriff is hereby authorized to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy in order to hire an experienced and qualified person at the Chief Deputy Sheriff level, at the Jail Superintendent level, at the Assistant Jail superintendent level and at the Jail Operations Supervisor level. .
- (2) That the Sheriff is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the McLean County Personnel Ordinance and Policy.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Sheriff, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 19<sup>th</sup> day of December, 2006.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

McLEAN COUNTY SHERIFF'S OFFICE  
 PROPOSED REORGANIZATION  
 JAIL DIVISION

Current		Proposed		Difference	
FTE	Class Grade	Title	Step	Rate	Annual
1.00	3009 16	Chief Deputy	46	38,7486	\$80,597
1.00	4107 13	Jail Superintendent	65	34,413	\$71,579
1.00	4105 11	Jail Operations Supv.	70	28,9798	\$60,278
1.00	4105 11	Jail Operations Supv.	66	28,5487	\$59,381
4.00					
FTE	Class Grade	Title	Step	Rate	Annual
1.00	3009 16	Chief Deputy	25	35,4272	\$73,689
1.00	4107 13	Jail Superintendent	59	33,6307	\$69,952
1.00	4105 12	Assistant Jail Superintendent	71	31,9937	\$66,547
1.00	4105 11	Jail Operations Supv.	68	29,4835	\$61,326
4.00					(\$322)

Note: Sergeant pay ranges from \$54,016 to \$63,236

Members Owens/Harding moved the County Board approve a Request for Approval of Resolution of the McLean County Board Authorizing the Sheriff to Offer a Salary above the Starting Maximum Salary – Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Vice-Chairman, presented the following:

AN ORDINANCE AMENDING THE McLEAN COUNTY  
PERSONNEL POLICIES AND PROCEDURES ORDINANCE

WHEREAS, the McLean County Board has approved an Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County; and

WHEREAS, Section 39 – 3 of that Ordinance prohibits smoking in any McLean County government facility and any McLean County government vehicle, including without limitation facilities and vehicles owned, leased, or operated by McLean County government; and

WHEREAS, the current McLean County Personnel Policies and Procedures Ordinance only addresses smoking at the Law & Justice Center but does not address smoking in other McLean County facilities or vehicles; and

WHEREAS, it is necessary and appropriate to amend the McLean County Personnel Policies and Procedures Ordinance so that it will be consistent with the provisions and effective date of the Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County; now therefore,

BE IT ORDAINED AS FOLLOWS:


1. That Section 10.80-1 of the McLean County Personnel Policies and Procedures Ordinance be stricken in its entirety and replaced with the following:

"10.80-1 SMOKING IN COUNTY FACILITIES AND VEHICLES: Smoking is prohibited in all County facilities and all County vehicles, including facilities and vehicles owned, leased or operated by the County (McLean County Code Section 39 – 3)."

2. That this Amendment to the McLean County Personnel Policies and Procedures Ordinance shall become effective January 1, 2007.

This Ordinance is adopted this 19<sup>th</sup> day of December, 2006.

APPROVED:

  
Chairman, McLean County Board

ATTEST:

  
Clerk of the McLean County Board

Members Owens/Moss moved the County Board approve a Request for Approval of an Ordinance Amending the McLean County Personnel Policies and Procedures Ordinance – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.



Member Owens, Vice-Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD  
APPROVING THE GENERAL COMPENSATION PLAN FOR NON-UNION EMPLOYEES  
AND POSITION CLASSIFICATIONS AND PAY RANGES  
FOR FISCAL YEAR 2007

WHEREAS, the McLean County Board annually adopts a General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for all non-union positions; and

WHEREAS, the General Compensation Plan for Non-Union Employees, adopted at the County Board meeting on December 20, 2005 and effective as of January 1, 2007 is unchanged; and

WHEREAS, the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2007, adopted by the County Board on November 21, 2006, includes a two and one-half percent across-the-board pay increase for all non-union employees; and,

WHEREAS, the Position Classifications and Pay Ranges for Fiscal Year 2007 have been adjusted to reflect the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2007, as adopted by the County Board on November 21, 2006; and

WHEREAS, the Finance Committee, at its regular meeting on Tuesday, December 5, 2006, recommended approval of the continuation of the General Compensation Plan for Non-Union Employees effective January 1, 2007 and the Position Classification and Pay Ranges for Fiscal Year 2007; now, therefore,

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

(1) That the General Compensation Plan for Non-Union Employees effective January 1, 2007 is hereby adopted and continued for Fiscal Year 2007.

(2) That the Position Classification and Pay Ranges for Fiscal Year 2007 are hereby adopted.

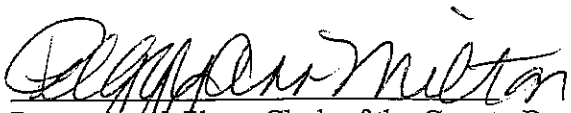
(3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Treasurer and the County Administrator.

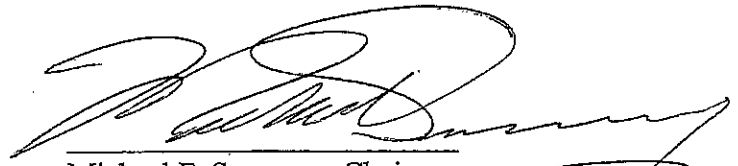
(2)

ADOPTED by the McLean County Board this 19<sup>th</sup> day of December, 2006.

ATTEST:

APPROVED:

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

  
Michael F. Sweeney, Chairman  
McLean County Board

**MCLEAN COUNTY  
GENERAL COMPENSATION PLAN  
FOR NON-UNION EMPLOYEES**

January 1, 2007

**SECTION I: Definitions**

A. Oversight Committee. The County Board committee assigned the responsibility of reviewing personnel salaries.

B. AOIC. The Administrative Office of the Illinois Courts - Probation Division. Provisions which reference the AOIC only apply when the personnel involved are professional employees in the Court Services Department.

C. General Employees. All professional, technical, administrative and support employees of McLean County whose annual salaries are determined in accordance with the McLean County General Compensation Schedule.

D. Permanent Employees. Employees whose positions are recognized in the annual McLean County Budget as full-time (0503.xxxx account number) or part-time (0515.xxxx account number) and who have every expectation that their employment in that classification will continue from year to year without interruption.

E. Promotion. A change in an employee's position classification to a position classification which has a higher pay range.

F. Transfer. A change in an employee's position classification to a position classification which has the same pay range, or lateral transfer.

G. Demotion. A change in an employee's position classification to a position classification which has a lower pay range.

H. Merit Anniversary Date. The date on which an employee is eligible for consideration for a salary increase based on performance.

J. Position Appraisal Method (PAM). A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

**SECTION II: Annual Salary Adjustments**

All employees included in the General Compensation Schedule shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

**PROPOSED AMENDMENT TO McLEAN COUNTY  
PERSONNEL POLICIES AND PROCEDURES ORDINANCE**

10.80-1 SMOKING IN COUNTY FACILITIES AND VEHICLES: AT THE LAW AND JUSTICE CENTER: An authorized smoking area for employees and members of the public for each County building will be designated by the Facilities Manager with approval by the County Board. Smoking is prohibited in all County facilities and all County vehicles, including facilities and vehicles owned, leased or operated by the County (McLean County Code Section 39-3).

**(For demonstrative purposes only)**

### SECTION III: Philosophy Related to Step Progression

All pay grades on the General Compensation Schedules contain a range of salary rates, which allow employees in the same pay grade of the compensation system to receive different rates of pay.

- A. Pay Progression. McLean County expects its employees to progress along a salary range on some basis other than, and in addition to, any cost of living pay increases. This may take the form of a longevity system which is based on one's length of service, or a performance based system which provides merit.
- B. Merit Increases. McLean County believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization. It provides the department with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases also allow the department to differentiate among employees in order to recognize individuals whose performance is superior, as well as those who need to improve. We also recognize that the "average" or "satisfactory" employee should progress on the salary range in that their additional year of service has benefited the County. However, this component of pay progression is a minor portion of an employee's merit increase.
- C. Competency. The salary ranges adopted by McLean County are structured so that the midpoint of each such range represents "competency." Such competency is not just an indication that the employee has the necessary knowledge, skills, and abilities to perform the duties and responsibilities of the position, but also that the employee knows and understands the environment, including, as appropriate to the position, the political structure, other employees, outside contacts, etc.
- D. Beyond Competency. Progression along those wage steps which are above the midpoint of the salary range are reserved for employees whose performance consistently goes beyond competency. Advancement along these steps requires that the employee adds value to the position and the organization through their achievements on behalf of the organization.
- E. Maximum Limits. The salary range recognizes that there is a limit to the amount of achievement and value which an individual, by nature of the specific position classification which the employee occupies, can bring to the organization. Once an employee reaches the maximum salary rate for the position classification, the employee's annual compensation rate, albeit no longer progressing, rewards continual efforts and achievements.

#### **SECTION IV: Evaluations and Merit Increases**

- A. All merit increases require that a performance evaluation form, satisfactory to the County Administrator's Office and, as applicable, to the AOIC, be submitted to the County Administrator's Office along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the County Administrator's Office no later than the Merit Anniversary Date. Said form shall be returned by that office to the Department Head within two weeks.
- B. All merit increases require an average evaluation score consistent with the merit step chart detailed in Section VI. Beyond the level of competency, i.e. the midpoint of the salary range, progression should become more difficult as the overall performance of the employee must be above that level required by the position. Thus, the amount of progression is less when the employee approaches midpoint and is further reduced as the employee progresses toward the maximum of the range.
- C. The County Administrator's Office may reject a merit increase, pending a review and decision by the Oversight Committee and, as applicable, the AOIC. Such action shall be based on the belief that merit increase(s) within a department are not consistent with merit principles or with the provisions of this compensation plan.
- D. The County Administrator's Office shall reject any request for a merit increase which does not conform to the provisions of this compensation plan or to the requirements of the performance evaluation instrument and instructions.

#### **SECTION V: Establishing Salaries**

A. New Hires. In order to recognize the value of long-term employees and to avoid wage compression within a pay grade, new hires should be employed at the minimum rate of their respective pay grades. If any position classification on the General Compensation Schedule includes employees scheduled for both a 37.5 hour workweek and a 40-hour workweek, the minimum and maximum hourly rate for that position classification shall be the minimum and maximum hourly rate for those on the 40-hour workweek schedule.

Each department head is authorized to offer a starting rate above the minimum, if necessary to employ a qualified candidate, subject to the following:

1. Department Head Discretion. The department head may offer a starting rate up to a maximum of 10 steps above the minimum rate to a candidate for any position classification.

2. Impacted Positions List. Candidates for position classifications requested by the County Administrator and approved by the Oversight Committee as "impacted" due to the difficulty of attracting and retaining qualified employees shall be eligible for the following, in addition to A.1. above:

a) Experience Credit. The employee may receive a maximum of an additional 3 steps of the minimum starting rate for each year of experience which is directly related to his new position with the County, limited to a total additional maximum of 12 steps.

b) Education Credit. A professional employee may receive a maximum of an additional 8 steps of the minimum starting rate for an educational degree which is directly related to his new position with the County and which is above the educational requirements for his position classification.

c) The County Administrator may approve a maximum of an additional 10 steps if, in his judgment, it is in the best interests of the County and necessary to attract the qualified employee.

3. Elected officials or department heads who believe the Department Head Discretion and Impacted Position policies would result in an insufficient starting rate for a candidate or vacancy must notify the County Administrator in sufficient time prior to the meeting of the Oversight Committee that they wish to request that the Oversight Committee set a higher starting rate for a particular candidate or vacancy. The Oversight Committee shall require a report from the County Administrator as to adjustments, if any, in the PAM Factors for the subject position.

B. Promotions. A promoted employee shall generally receive a 5% increase but not less than the minimum nor more than the maximum rate of the pay range for the employee's new position classification. Also, the increase may exceed 5% if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the employee's previous position classification. The exact increase shall be determined by the County Administrator in consultation with the department head. Any increase exceeding 10%, unless necessary to reach the minimum of the new salary range, requires the consent of the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the promotion.

C. Transfers. Transferred employees shall retain their present salary and merit anniversary date; however, they shall not be eligible for a merit increase until serving at least three months in the

new position. If an employee transfers from one department to another within four (4) months of the next Merit Anniversary Date, the department receiving the employee may request, in writing, that the other department provide a completed performance evaluation form on that employee. The department providing the employee shall honor all such reasonable requests. Such requests should be made within one month of the employee's transfer.

D. Demotions. A demoted employee shall receive the same step in the new salary range as s/he received of the previous (higher) salary range. The extent of the decrease may be lessened if, projected over the next 12 months, this would result in a loss greater than the percentage differential between the two salary ranges. Also, the decrease may be lessened if the change in the employee's merit date is disadvantageous; in which case an additional percentage shall be added by calculating the number of months of merit lost by the employee and multiplying that by the potential merit increase in the previous position classification. Also, the department head may consult with the County Administrator's Office concerning possible arrangements to withhold future increases to mitigate the extent of present salary loss to the employee. Any such arrangement requires the written consent of the employee and must be reported to the Oversight Committee and, as applicable, the AOIC. The employee's merit anniversary date will be the date of the demotion.

#### SECTION VI: Merit Increases

A. Eligibility. All permanent general employees shall be eligible for merit increase consideration on their merit anniversary dates. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date. In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least 900 hours of actual work hours (including benefit time) since the last merit increase (or 450 hours when the first merit increase is six months from the date of hire). The merit increase shall be effective at the beginning of the payroll period:

- 1) during which the employee's Merit Anniversary Date falls, assuming that the employee is normally scheduled to work on or after that date during that payroll period, if the Evaluation Form and Payroll Change Form are received in a timely manner; or
- 2) at the beginning of the next payroll period following the receipt of the Evaluation Form and Payroll Change Form by the County Administrator's Office, if these materials are late.

B. Probation. All newly hired employees shall serve a six-month probationary period which may be extended by the department head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported in writing to the County Administrator's Office. Employees who successfully complete



their probationary period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in Subsection C of this Section, and the end of probation shall be their merit anniversary date. Those employees who start at step 11 or above of the pay grade for the position classification shall retain their employment date as their merit anniversary date, regardless of the ending date of their probation.

C. Merit Increase Ranges. General employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals 1/2% (one-half percent) of the minimum salary for the particular pay grade and salary schedule. All evaluation scores are based on a total of five (5) possible points. The step columns refer to the employees' current step (prior to receiving this merit increase). For certain employees in the Court Services Department, who are under the jurisdiction of the AOIC, it is recognized that those below the midpoint of their respective salary ranges also receive merit and longevity credit within any annual salary adjustment, as described in Section II.

### GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 13 AND HIGHER

Evaluation Score	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps
4.75 - 5.00	1-40	8	41-60	7	61-80	6	81-101	5
4.50 - 4.74	1-40	7	41-60	6	61-80	5	81-101	4
4.00 - 4.49	1-40	6	41-60	5	61-80	4	81-101	3
3.50 - 3.99	1-40	5	41-60	4	61-80	3	81-101	2
3.00 - 3.49	1-40	4	41-60	3	61-80	2	81-101	1
2.50 - 2.99	1-40	3	41-60	2	61-80	1	81-101	0
2.00 - 2.49	1-40	2	41-60	1	61-80	0	81-101	0

### GENERAL COMPENSATION SCHEDULE EMPLOYEES RANGE 12 AND LOWER

Evaluation Score	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps	Employee's Current Step	Employee's # Steps
4.75 - 5.00	1-40	8	41-57	7	58-74	6	75-91	5
4.50 - 4.74	1-40	7	41-57	6	58-74	5	75-91	4
4.00 - 4.49	1-40	6	41-57	5	58-74	4	75-91	3
3.50 - 3.99	1-40	5	41-57	4	58-74	3	75-91	2
3.00 - 3.49	1-40	4	41-57	3	58-74	2	75-91	1
2.50 - 2.99	1-40	3	41-57	2	58-74	1	75-91	0
2.00 - 2.49	1-40	2	41-57	1	58-74	0	75-91	0

Certain employees of the Court Services Department, due to the requirements of the AOIC, shall not be eligible for any such increase unless their evaluation score is a minimum of 3.25. This compensation plan also recognizes that such employees receive credit for their longevity as well as their performance but that such credit is provided partially by any across-the-board increase, as provided in Section II of this policy.

- D. Merit Increase Methodology. All merit increases shall be added to the employee's present salary rate. The employee's new salary rate shall be stated in even steps with each step equaling increments of one-half of one percent (0.5%) of the minimum of the salary range for the position classification and shall not exceed the maximum of the salary range.
- E. Merit Standards. The merit step system is designed to permit departments to reward employees for their performance. It is understood that the indiscriminate awarding of merit acts as a disincentive for employees who typically are exceptional performers. It follows that the number of merit steps awarded to various employees within a department should differ. In order to protect the intent of this merit system, the County Administrator's Office shall be responsible for maintaining statistics necessary to determine that merit standards are met. This shall be accomplished as follows:

1. Each department, as identified within the McLean County Annual Budget, shall evaluate the employees within that department and be responsible for maintaining the merit standards.
2. Merit standards shall be considered as met by each department unless such department awards merit so that the department's ratio of steps awarded divided by the maximum steps available, exclusive of any such award for an employee who reaches the maximum step for his position classification by receiving four (4) or less steps of merit, is 1.0 or more standard deviations higher than the mean for all departments collectively.
3. Any department which exceeds this merit standard over a one calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: 1/2 (one-half) of the number of steps indicated in Section VI.

If such department's performance evaluation scores continue to exceed the norm for all other departments, then the above restriction on merit steps shall continue during the next year.

## **SECTION VII: Policy Review**

This General Compensation Plan shall be reviewed annually by the County Administrator, who shall make recommendations concerning this plan to the Oversight Committee, which may recommend changes to the County Board and, as applicable, to the AOIC. The annual review shall include a study of the PAM Factors (see Appendix A) for one or more positions, and recommendations for changes thereto.

e:\ed\cboard\finance\comp2006

Revised 11/12/2003

Position Classifications and Pay Ranges for Fiscal Year 2007

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
M	\$4.9783	\$10.2514	75	Assistant Clerical Assistant Intern	0004 0010 0399
1	\$9.5706	\$13.8776			
2	\$10.2882	\$14.9162	80	Receptionist Lobby Security Screener Automotive Servicer Volunteer Services Coordinator	0003 3301 7301 8311
3	\$11.0595	\$16.0355	80	Custodian CNA Coordinator	7131 8004
4	\$11.8893	\$17.2446	75	Commissary Clerk Office Support Specialist I Deputy County Clerk Assistant Clerk-Jury Commission	0005 0011 0023 1202
			80	Mail Processing Clerk Emergency Communications Addressing Technician Building Maintenance Worker Building Maintenance Worker-Nursing Home Park Maintenance Worker I	0007 3107 7142 7152 7210
5	\$12.7811	\$18.5371	75	Accounting Specialist I Computer Operator Vision and Hearing Technician Dental Hygienist	0101 0201 8101 8103
			80	Lead Custodian Building Maintenance Mechanic I Building Maintenance Mechanic -Nursing Home Park Maintenance Mechanic I Assistant Food Services Supervisor	7133 7143 7153 7221 9015
6	\$13.7396	\$19.9279	75	Office Support Specialist II Safety Coordinator Computer Operator II Legal Assistant I Victims Witness Specialist Circuit Court Secretary Animal Control Warden Assistant Field Inspector Senior Field Inspector	0012 0046 0202 1101 1135 1205 2001 5001 5002
			80	Parks Maintenance Worker II Fleet Mechanic Activity Director	7211 7303 8305

\* = Exempt Position  
All positions beyond  
Grade 10 are exempt

**Position Classifications and Pay Ranges for Fiscal Year 2007**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>			
9(cont.)	\$17,0683	\$24,7535	75	Communicable Disease Investigator*	8105			
				Public Health Communications Specialist*	8113			
				Quality Assurance Specialist*	8127			
				Staff Sanitarian	8403			
	\$35,502	\$51,487	80	Animal Control Director	2007			
				Emergency Communications Supervisor*	3104			
				Juvenile Detention Officer	4001			
				Juvenile Detention Program Coordinator	4002			
				Detention Training/Accreditation Specialist*	4011			
				Operations Officer, Parks and Recreation	7216			
				Fleet Manager	7307			
				Assistant Director of Nursing-LPN	8031			
				Social Services Director	8325			
Food Services Supervisor	9017							
10	\$19,6291	\$28,4633	75	Staff Accountant*	0105			
				Internal Auditor*	0106			
	\$38,277	\$55,503		Computer Services Coordinator*	0213			
				Assistant States Attorney I*	1105			
				Assistant Public Defender I*	1112			
				Probation Officer II	1302			
				Chief Deputy Coroner*	2104			
				Assistant Chief County Assessment Officer	5015			
				Planner-Building and Zoning*	6011			
				Clinic Supervisor*	8025			
				WIC Nutritionist/Program Coordinator*	8043			
				Communicable Disease Program Coordinator*	8107			
				Health Promotion Program Manager*	8117			
				DCFS Lead Agency Coordinator*	8121			
				Forensic Interviewer*	8124			
				Case Management Supervisor*	8125			
				Birth to Three Assurance Coordinator*	8141			
				Bio-Terrorism/Public Health Planner*	8128			
				\$40,828	\$59,204	80	Senior Staff Sanitarian*	8405
							Assistant Director-MMCCC Operations*	3105
							Facilities Maintenance Foreman	7145
	Juvenile Detention Shift Supervisor	4003						
	Project Manager	6101						
Highway Maintenance Coordinator	7015							
Assistant Director of Nursing-RN	8030							
11	\$45,932	\$66,612	Chief Deputy County Clerk*	0027				
			Programmer	0205				
			GIS Specialist	0208				
			Network Security Specialist	0214				
			Assistant States Attorney II	1106				
			Assistant Public Defender II	1113				
			Chief Deputy-Circuit Clerk	1217				
			Deputy Director-Court Services	1305				
			Assistant Director-MMCCC Technical Services	3109				
			Assistant Superintendent-JDC	4005				
			Jail Operations Supervisor	4105				
			Civil Engineer I	6105				
			Facilities Maintenance Supervisor	7147				

**Position Classifications and Pay Ranges for Fiscal Year 2007**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>				
7	\$14,7703	\$21,4223	75	Supervising Office Support Specialist	0013				
				Administrative Support Supervisor I	0015				
				Administrative Specialist	0017				
				Accounting Specialist II	0102				
				Legal Assistant II	1102				
				Jury Coordinator	1207				
				Animal Control Manager	2005				
				Deputy Coroner	2103				
				Assessor	5011				
				Senior Field Inspector-Building and Zoning	6001				
				Zoning Enforcement Officer	6003				
				80				Engineering Technician I	6102
								Custodial Supervisor	7132
								Building Maintenance Mechanic II	7144
								Park Maintenance Supervisor	7222
								Heavy Equipment Mechanic	7305
								Licensed Practical Nurse-Nursing Home	8005
Licensed Practical Nurse	8006								
8	\$15,8780 \$30,962	\$23,0255 \$44,900	75	Administrative Support Supervisor II	0016				
				County Administrator's Assistant	0019				
				Program Administrator, County Clerk	0025				
				Chief Deputy Recorder*	0031				
				Human Resources Assistant	0041				
				Defense Investigator	1127				
				Victim Witness Program Coordinator*	1136				
				Circuit Clerk-Division Supervisor I	1215				
				CASA Coordinator*	2305				
				Veterans Assistance Officer*	2403				
				Assistant Director-ESDA	3203				
				Inmate Program Supervisor	4109				
				GIS Technician	4109				
				Senior Assessor	5012				
				WIC Nutritionist*	8041				
				Health Promotion Specialist*	8115				
				Case Manager*	8123				
				80	\$33,026	\$47,893		Engineering Technician II	6104
								Domestic Services Director	7125
								Assistant to the Nursing Home Administrator	8131
9	\$17,0683 \$33,283	\$24,7535 \$48,269	75	Senior Accounting Specialist	0103				
				Network Support Specialist	0211				
				Circuit Clerk-Division Supervisor II	1216				
				Probation Officer I	1301				
				Inmate Assessment Specialist*	4108				
				Clinic Nurse*	8011				
				Registered Nurse*	8013				
				Registered Nurse-Nursing Home	8014				
				Public Health Nurse*	8015				
				School Health Nurse Consultant*	8017				

**Position Classifications and Pay Ranges for Fiscal Year 2007**

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>
11 (cont.)	\$45,932	\$66,612		Detention Health Supervisor	8129
12	\$50,526	\$73,261		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-ESDA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Command Lieutenant	3006
				Civil Engineer II	6106
				Highway Operations Officer	6107
				Community Health Services Supervisor	8021
				Maternal-Child Health Services Supervisor	8023
				Communicable Disease/Health Program Supervisor	8109
				Environmental Health Program Supervisor	8406
13	\$55,577	\$83,375		Chief Systems/Database Coordinator	0210
				Assistant Director, Information Services	0217
				Director-Building and Zoning	0325
				Director-Parks and Recreation	0331
				Emergency Communications Director	0335
				Supervisor of Assessments	0345
				Assistant States Attorney IV	1108
				Assistant Public Defender IV	1115
				Superintendent of JDC	4007
				Jail Superintendent	4107
				Facilities Maintenance Director	7148
				Assistant Administrator-Health Department	8133
				Environmental Health Director	8407
14	\$59,746	\$89,622		Assistant County Engineer	6109
				Director of Nursing Services	8029
				Director Personal Health Services	8135
15	\$64,226	\$96,341		Director-Information Services	0333
				Assistant Public Defender V	1116
16	\$67,438	\$101,158		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	70,811	106,214		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$72,580	\$108,870			
19	\$74,395	\$111,603		Assistant County Administrator	0301
				Health Department Administrator	0337
20	\$78,115	\$117,171			
21	\$89,831	\$134,748		County Administrator	0305

Members Owens/Renner moved the County Board approve a Request for Approval of a Resolution Approving General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for Fiscal Year 2007 – County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated the General Report was located on pages 215-224.

**REPORT OF THE COUNTY ADMINISTRATOR:**

Mr. Zeunik stated the following: in the Transportation Committee minutes you will note that we did finally receive approval of the contract agreement with Clark-Dietz for the East Side Highway Facility Study. That approval was received on November 21<sup>st</sup>. We had a preliminary meeting with Clark-Dietz earlier this month. Because of the late receipt of the approved contract, the actual work on the study will not begin until after the first of the year. The timetable for completion of the study has been moved back. At this time, we are soliciting information on stakeholders who would like to be part of the Stakeholders Committee that would be involved in the solution process of these studies. I would encourage any County Board members who know of individuals, organizations, or groups who have an interest in being part of the study to please contact either my office or Jack Mitchell so that we can share that information with the consultant. The consultant has already developed an extensive list but it doesn't hurt to have information provided just to make certain that everyone who wants to be part has an opportunity to be involved.

Also, I have good news for all of us. Last month we said farewell to Judy and we are pleased to welcome her back. All of us in the Administrator's office and all on the County Board are very happy that she is back. Thank you. It makes our holidays much more pleasant.

Member Rackauskas asked the following: Can we be reminded of dates of Wind Farm public hearings? Mr. Zeunik stated the following: the Zoning Board of Appeals hearing on the proposed Wind Farm in northwest McLean County, near Carlock, north and west of Interstate 74 begins on Tuesday, January 16, Wednesday, January 17, and if a third meeting is necessary it will be on Thursday, January 18. Those hearings are scheduled for the Community Commons Room at Heartland Community College. January 16<sup>th</sup> is the day of the County Board so that public hearing will begin at 7:00 p.m. Member Rackauskas asked the following: can we send a notice to the people that have already given testimony? Mr. Zeunik stated the following: we have all of the information from the public hearings. Staff has gone through and called names of individuals that may already be on the list that Clark-Dietz has prepared. Certainly we can go back and look through that to make certain that we haven't missed anyone. Just looking at the Clark-Dietz list, I know that they have identified quite a few individuals already.

**OTHER BUSINESS AND COMMUNICATION:**

Member Gordon stated the following: I would like to direct a question to Mr. Ruud. I received a letter with supporting information that is Wind Farm related. Does that come under the label of exparte communication? Mr. Ruud stated the following: absolutely. What I would advise if you get any communications, particularly in large packets, bring them to Brian Hug or me and we will keep them until after the hearing process. Member Gordon asked the following: should we open it, glance at it, and put it back? Mr. Ruud stated the following: certainly, and if you accidentally read any of the material, please do not consider anything that you have read because you need to consider only the evidence and testimony that was presented at the public hearing.



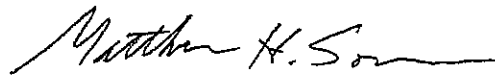
The McLean County Auditor presented the following and recommends it for payment:

MCLEAN COUNTY BOARD COMPOSITE

December 19, 2006

2006 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$335,649.02	\$335,649.02
Finance		\$788,913.76	\$788,913.76
Human Services		\$484,696.96	\$484,696.96
Justice	\$3,500.25	\$2,435,244.91	\$2,438,745.16
Land Use	\$228.39	\$24,011.37	\$24,239.76
Property	\$21,714.77	\$315,083.05	\$336,797.82
Transportation		\$670,096.15	\$670,096.15
Health Board		\$388,936.71	\$388,936.71
Disability Board		\$48,942.71	\$48,942.71
T. B. Board		\$17,863.43	\$17,863.43
Total	\$25,443.41	\$5,509,438.07	5,534,881.48



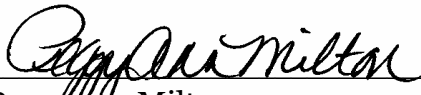
~~Michael F. Sweeney, Chairman~~  
McLean County Board

Members Owens/Cavallini moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Vice-Chairman Sorensen adjourned the meeting until January 16, 2007 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 9:29 a.m.

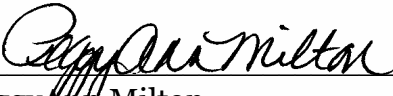
\_\_\_\_\_  
Matt Sorensen  
County Board Vice-Chairman

  
\_\_\_\_\_  
Peggy Ann Milton  
County Board Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF McLEAN        )

I, PeggyAnn Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 19th day of December, 2006, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 12th day of January, 2007.

  
\_\_\_\_\_  
Peggy Ann Milton  
McLean County Clerk