

Proceedings
of the
County Board
of
McLean County,
Illinois

December 15, 2009

*Subject to approval at
January 19, 2010
County Board Meeting*



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Chairman Sorensen stated: I'd like to invite Chief Judge Robb to the microphone to introduce our speaker.

Chief Judge Robb stated: First of all I'd like to thank the County Board for giving us this opportunity to speak with you this morning. Some of you know, well all of you know because you have supported the Drug Court for the last several years and I think we have been before you a couple of times to talk about the successes that we are experiencing with the Drug Court.

There is a movement in the United States to provide to the citizens involved in the court systems what are called specialty courts to really hone in on attacking special issues that individuals have. One of the efforts that Judge Foley and I have been working on the last several years is to try and bring a mental health court to McLean County. Judge Foley and I and others in the room, I think Bill Yoder and Kim Campbell as well, attended a symposium this summer. It was the second one in Illinois, up in DuPage County. I had the pleasure of meeting Jan Holcomb who is from Lily USA which supports what are called community conversations and last month we brought in a woman by the name of Suzanne Clifford from Indiana, she at one point was the director of substance abuse and mental health services in the State of Indiana, to talk about what our community can do to help bring together all of the parts we need to bring together in order to provide a better system of service in those individuals involved in the criminal courts who have mental illness. Today, our second community conversation, which is being sponsored by Lily USA, we have the pleasure of having Leon Evans who has single-handedly, I believe, and starting from nothing, which is where we are here in McLean County, developed a system of service and care and treatment to the Citizens of Bexar County in San Antonio. Leon has become a national expert on how communities can bring together all of the department heads, agencies, courts, and social service agencies for two purposes. The first is public safety for all of our citizens and the second is to try and break the cycle where we have persons who are mentally ill who go into the jail who are stabilized and released, out in the community, decompensate again, come back into the jail, they become very expensive users of all of our services. We are trying to find a better way to utilize services, better utilize tax dollars, in an effort to try and provide hope and a better way of dealing with mentally ill persons who are involved with the criminal justice system. I appreciate your giving Leon the opportunity to speak with you briefly and then we're down to Illinois Wesleyan where 45 community leaders are talking about how we can bring this about in McLean County.

Mr. Leon Evans stated: Mr. Chairman and Honorable Members, I love your weather. I'm from Texas and it is hotter than hell there all the time, as you can see I am well insulated plus I have family in Illinois and my wife was born here, so I have fond connections with Illinois. When NACo had its convention here a few years ago I actually spoke there in two different sessions, I don't know if any of you were there. The biggest mental health facility in your County and every county in the United States is your county jail. There is a lot of research about this, people are starting to figure out, by the way I'm on NACo's Board and NACo's Justice Committee, I visit with Sheriffs and County Commissioners and people like you all over the United States. They are all upset that you have non-violent people who deserve and should be treated, taking up space of violent offenders and costing taxpayers a ton of money and not being treated and being in a vicious revolving door and vicious cycle.

What we have been able to do in Bexar County with little or no money to start with is bring community leaders together to start addressing this issue. Today we have a phenomenal array of services. We are in a lot of federal grants. The State of Texas took our data on diversion and took it back to legislature and got funded what they call Crisis Redesign Dollars for mental crisis dollars for persons with mental illness. The Texas prison system was also filling up with inappropriate people.

The Texas prison system developed a branch called the Texas Commission on Offenders of Medical and Mental Impairments and they actually, not the mental health systems but the criminal justice system in Texas pays me to treat these people. So they identify these folks in prison who shouldn't be there with severe mental illness, and they put them on parole. A condition of their parole is they have to see our psychiatrist, take their medication, do alcohol and drug screening if so ordered, and stay in compliance with treatment. You all know that revocation rates for people on parole are three to five years out or 30-60%. If you have mental illness on top of that it is much higher. Guess what it is when these people actually get treated? It's less than 10%. Most of them are technical revocations, in other words if they forget to see their probation officer because of their mental illness they have a hard time managing their lives anyways. So very few of these people get re-arrested. My point is treatment works. We divert about 800 people a month in Bexar County that used to go to jail, emergency rooms, or stay homeless on the streets. I'm proud to be here, I'd be happy to answer any questions. We have a lot of data on costs and outcomes. We've had two independent medical economists do studies, plus the State of Texas has also done studies on our program on the Crisis Redesign. I work for a county, county government, public safety and that, I know everything runs down hill and you guys end up being responsible with no resources. In the future there is just not going to be enough money at the federal level, state level, and local level to deal with this problem. So you have to find ways integrate or blend all those revenue sources and have a local solution to the problem or you never will be successful. That is what this meeting is all about.

Chairman Sorensen stated: Thank you. Are there any questions for Mr. Evans of Chief Judge?

Member Owens stated: Is there any resolutions and/or information from the Justice Steering Committee with NACo that is asking federal government to assist and/or is there resolution or report of that committee from what is working in other counties across the nation?

Mr. Evans stated: Yes sir. NACo just had a big conference and NACo's Justice Committee meet there. As far as NACo's Justice Committee and resolutions, one of the things that NACo is working on is when somebody gets put in jail their Medicaid is taken away. So the county ends up paying for all of the healthcare and medication costs associated with their illness. The problem is you are innocent until you are proven guilty in this country, right? But you can be put in jail and have your Medicaid taken away. So it ends up being 100% local tax dollars, you don't get to bring any of your federal dollars back home, and when a person is discharged from jail and there is no medication available because their Medicaid is cut off, there is no treatment dollars available because their Medicaid has been cut off. So NACo's actually supporting the amendment that would keep Medicaid from being terminated until a person is found guilty. You can have two like persons, in two different scenarios committing the same minor offense. One person doesn't go to jail because they are out on a mental health bond or peace bond or for whatever reason they don't go to jail; they get to keep their Medicaid. The other person that goes to jail loses their Medicaid. I'm not sure what it costs the county for this but I guarantee that probably over 20% of the people in your jail have severe mental illness, but most of those people are there for non-violent offenses. The average mentally ill person in your county jail stays two to three times longer than a violent offender for two reasons. One, they don't know how to get bonded out and two if you have a severe mental illness a judge won't have you back in their court until they are lucid so they are trapped in jail. If they don't get their treatment when they do get out, they will be right back again. There are other issues I'd be happy to talk to you about also.

Member Rackauskas stated: Thank you for coming here during this busy Christmas season. The restoration center, is that a physical building itself that houses these people through treatment?

Mr. Evans stated: It is. We are poor in Bexar County, in fact very poor. Texas spends less money on mental health than Illinois, or they did before your down fall. We are still pumping a little oil and gas so maybe you all spend a little bit less on mental health now. We have two facilities; one is the crisis unit, it's a 23 hour observation unit. It's like an urgent care center. We train law enforcement officers, dispatch, 911, advise family members and other folks to bring people with severe mental illness to that facility and not the jail or emergency rooms or put them back on the street. During that 23 hour period, we assess them and then we get them to their proper place. Only about 20% need to go and inpatient setting. Other folks go to crisis rescue, a short term residential for folks who will be homeless that are loitering or sleeping in home stoops or digging in trash cans or urinating in public and when they are evaluated they will not be found blatantly psychotic or endangering themselves or others but they don't want to go to jail so we've arranged with the shelter to have a separate distinct mental health unit there where we try to endear ourselves to those folks and it has been fairly successful.

Member Rackauskas stated: Do they come to this unit then for treatment; is that the idea?

Mr. Evans stated: They do for treatment and assessment then there are quick dispositions. So we have lots of step downs. Now the restoration center is actually a sobering and detox unit.

Member Rackauskas stated: How many beds are there?

Mr. Evans stated: We have 28 detox beds that can serve about 70 people a day.

Member Rackauskas stated: The crisis unit has how many beds?

Mr. Evans stated: There are 12 beds and we are getting ready to expand it to 20 beds, but again, nobody stays longer than 23 hours.

Member Rackauskas stated: Who funds this center? Where does the money come from for the center?

Mr. Evans stated: We have 60 different sources of income. In fact we've been so successful that we actually have people coming to us with money.

Member Rackauskas stated: Do you mean private industry?

Mr. Evans stated: Private industry, adult probation, juvenile probation, the City and County. Even though the City and County cut their own staff and programs, both of those gave us an additional \$1 million this year. Hospital districts are overrun with these people. San Diego County just did a study, where they looked at 155 of their top, what they call frequent flyers, and this is a county study. What they found was the majority of the cost would be in jail or in the emergency rooms, is actually in the county hospital. The average severely mentally ill person dies 25 years sooner than you and I because they have poor health habits, they don't have access to primary healthcare. When they do die they are very expensive, million dollar patients. In fact Malcolm Gladwell, the guy who wrote "The Tipping Point", wrote a couple of articles for The New Yorker called "Million Dollar Murray" and all of these are unfunded people at the end of their lives and it costs the taxpayers. The taxpayers are picking up the bills. In our case the hospital district puts in a lot of money because we save them so much money. I don't know about your area but most hospital emergency rooms are packed with people who shouldn't be there.

Member Rackauskas stated: Are you saying the county hospital puts in money or private hospitals also?

Mr. Evans stated: Both. Most emergency rooms are packed with inappropriate people and there is a law called EMTALA so they can't just get rid of them. I don't know if your hospitals are a drive by, but ours are a lot. We actually have a lot of community collaborations going on and like the Judge was talking about earlier, collaboration here with everybody involved. One of the collaborations is called the Medical Directors Round Table so all of these emergency room doctors, hospital administrators, EMS, and other people are in the room and we talk about how we can divert people from the emergency rooms and from hospitals. The average person that goes to an emergency room spends, it costs between \$1,800 and \$4,000 and if you have a mental illness you get triaged to the back of the line because you haven't been in a car wreck, it's not a gun shot wound, no heart attack. So these people stay a long time and don't get treated. The emergency room fills up. So if you are in a car wreck you have to drive another 45 minutes or whatever to the next hospital. It is very expensive and the American Hospital Association has several work groups working on this problem, they have come to visit our program several times. I have been involved with several workers, one here in Chicago recently. Not treating these people costs the taxpayers lots of money everywhere. It also harms the health of the community.

Member Rackauskas stated: Who initiated this program?

Mr. Evans stated: I did. I was the State Director at the Texas Department of Mental Health and Retardation before I took this job. I've become aware of the criminalization of the mentally ill. I actually tried to pay to get people to work together and couldn't do it. We developed community plans, and everybody said that's a good idea but not with my money or my staff. So part of what we are going to talk about today is who is going to make us do this and Mr. Chairman and the Commissioners, the champion in our county was our County Judge. Which is your job Mr. Chairman, and he basically brought the committee and said we are going to address this problem and insisted people get together and work together, that is how we got started.

Member Rackauskas stated: Are you considered a private organization or government organization? Your staff, are they county employees?

Mr. Evans stated: In Texas when they developed the community mental health system, a lot of the big states developed local taxing authorities and Texas is very conservative, they didn't want to do that. So the State decided they were going to give some control up of their money that they wanted some return and what they want is some local investment. So in Texas to be a sponsoring agency of a community health center you have to be a local taxing authority so you have to be a county hospital district or school district, and/or city, and in Texas we have 254 counties and all of those are county commissioner courts and the hospital districts have joint sponsorship. We signed a contract with the State so we are a political subdivision and the county and hospital district appoints my board, so I feel like I work for the County. We are not state employees we are not county employees but we are a political subdivision and our fringes and costs are a lot less than either one of those.

Member Rackauskas stated: Thank you very much.

Member Gordon stated: I'd like to ask what website or two or three websites would be the best for us to go to pick up further information.

Mr. Evans stated: Central Health Care Services Baxer County, chcsbc.org. We've got a ton of information and I am also going to leave a lot of information with the work group.

Member Gordon stated: Is there information on the NACo site as well?

Mr. Evans stated: Yes.

Chairman Sorensen stated: Mr. Evans, thank you for making your trip to Central Illinois.

December 15, 2009

The McLean County Board met on Tuesday, December 15, 2009 at 9:00 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Matt Sorensen presiding.

The following Members answered to roll call:

Members Paul Segobiano, James Soeldner, George Wendt, Laurie Wollrab, Cathy Ahart*, Diane Bostic, John Butler, William Caisley, Don Cavallini, George Gordon, Stan Hoselton, John McIntyre, Duane Moss, Robert Nuckolls, Sondra O'Connor, Benjamin Owens, Bette Rackauskas, Erik Rankin, Tari Renner, and Matt Sorensen.

*Late

Consent Agenda:

Chairman Sorensen asked if there were any items to be removed from the Consent Agenda.

Member Wendt stated: I'd like Item 6. B. 1) to be removed.

- A. Approval of the Proceedings of the County Board, November 17, 2009
- B. County Highway Department – Eric Schmitt, County Engineer
 - 1) Request Approval of a Resolution by the County Board of McLean County for the Establishment of a No Parking Zone along County Highway 53 (Danvers-Carlock Road) in the Village of Danvers
 - 2) Request Approval of Engineering Agreement - Scour Evaluations & Plans-of-Action, Hampton, Lenzini & Renwick, Inc. (HLR)
 - 3) Request Approval of Resolution Appropriating 2010 Motor Fuel Tax Funds (County Engineer's Salary and Expenses)
- C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
None
 - 2) Subdivision Cases:
None
- D. Transfer Ordinances
- E. Other Resolutions, Contracts, Leases, Agreements, Motions
 - 1) Executive Committee
 - a) Request Approval of a Resolution Authorizing Extension of the Abraham Lincoln Bicentennial Commission of McLean County, Illinois – County Administrator's Office
 - b) Request Approval of Watts Copier Maintenance Agreement – Information Technologies
 - c) Request Approval of a New World Systems Standard Maintenance Agreement (SSMA)
 - 2) Finance Committee
 - a) Request Approval of a Contract with Brentwood Services Administrators, Inc to provide Third-Party Administrative Services for Workers' Compensation Claims – Risk Management
 - b) Request Approval of a Contract with RTW, Inc. to provide Consulting Services for Workers' Compensation Claims – Risk Management
 - 3) Justice Committee
 - a) Request Approval of a Contract with Cathy Vogel for Counseling Services with McLean County Juvenile Detention Center – Court Services Department

- b) Request Approval Annual Compensation to OSF HealthCare System, Kenneth Inoue, M.D., and Blair Valentine M.D., for Physician Services at the McLean County Juvenile Detention Facility – Court Services Department
- c) Request Approval of a Contract with Catholic Charities to provide Family Advocacy Services for Drug Court Participants – Court Services Department
- d) Request Approval Annual Compensation to OSF HealthCare System, Kenneth Inoue, M.D., and Blair Valentine M.D., for Physician Services at the McLean County Adult Detention Facility – Correctional Health Services
- e) Request Approval of a Contract with Real Change Clinical Services (RCCS) for the Provision of Mental Health Services at the McLean County Adult Detention Facility - Correctional Health Services
- f) Request Approval of the Renewal of an Agreement with Merle Pharmacy No. 1, Inc. for the Provision of Pharmaceutical Services at the McLean County Adult Detention Facility – Correctional Health Services
- g) Request Approval of Renewal of the Circuit Court Contract with J. Brian Goldrick, Guardian Ad Litem – Circuit Court
- h) Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender's Office – Public Defender's Office
- i) Request approval of a contract between Harvey C. Welch, Special Public Defender and the Public Defender's Office – Public Defender's Office
- j) Request approval of a contract between David Rumley, Special Public Defender, and the Public Defender's Office – Public Defender's Office
- k) Request approval of a contract between Alan Novick, Special Public Defender, and the Public Defender's Office – Public Defender's Office
- l) Request approval of a contract between Keith Davis, Special Public Defender, and the Public Defender's Office – Public Defender's Office
- m) Request approval of a contract between John J. Bussan, Special Public Defender, and the Public Defender's Office – Public Defender's Office

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

- 1) REAPPOINTMENTS:
McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL
Mr. Benjamin Owens
3207 Winchester
Bloomington, IL 61704
(Two-year term to expire on December 31, 2011)

McLEAN COUNTY REGIONAL PLANNING COMMISSION
Mr. George Benjamin
24373 E 1300 N Rd.
Ellsworth, IL 61737
(Three-year term to expire on December 31, 2012)

McLEAN COUNTY REGIONAL PLANNING COMMISSION
Mr. Joseph Butcher
812 N. Madison St.
Bloomington, IL 61701
(Three-year term to expire on December 31, 2012)

SHERIFF'S OFFICE MERIT COMMISSION
Ms. Margene Taylor
1633 Erin Drive
Normal, IL 61761
(Six-year term to expire on December 31, 2015)

- 2) APPOINTMENTS:
None

- 3) RESIGNATIONS

McLEAN COUNTY REGIONAL PLANNING COMMISSION
Mr. Ken Ropp
2936 Ropp Rd.
Normal, IL 61761

F. Approval of Resolutions of Congratulations and Commendation

- 1) Request Approval of a Resolution of Congratulations to the Lexington High School Varsity Boy's Football Team for the 2009 Football Season

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY FOR THE
ESTABLISHMENT OF A NO PARKING ZONE ALONG COUNTY HIGHWAY 53
(DANVERS-CARLOCK ROAD) IN THE VILLAGE OF DANVERS

WHEREAS, the Transportation Committee has determined that vehicles stopping, standing, or parking on the County Highway described below, could create a traffic hazard; and

WHEREAS, the Transportation Committee has determined that a restriction of parking as allowed by Section 5/11-208 of the Illinois Vehicle Code be established on the County Highway described below; and


WHEREAS, the County Engineer has caused to be made an engineering and traffic investigation upon the County Highway described below; and

WHEREAS, by virtue of Section 5/11-208 of the above code, this Board determined and declares reasonable and proper parking restrictions upon the County Highway described below:

NOW THEREFORE, BE IT RESOLVED by the County Board of McLean County, Illinois that:

1. All parking will be prohibited on County Highway 53, West Street in the Village of Danvers, from North Street to Winslow Avenue on the east side of the road, and from North Street to 300 feet north of Winslow Avenue on the west side of the road, said road is under the jurisdiction of McLean County.
2. Any person, firm, or corporation violating the provisions of this resolution shall be fined Twenty-Five Dollars (\$25.00) for each offense. Each day a violation continues shall constitute a separate punishable offense.

This Resolution shall be in full force and effect upon its passage and approval and immediately after erection of signs giving notice. Said signs shall be erected in conformance with the standards and specifications contained in the Manual on Uniform Traffic Control Devices for Streets and Highways.

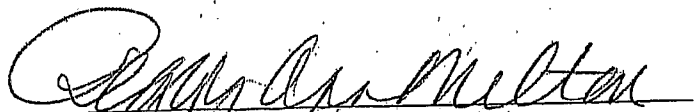

Matt Sorensen, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, 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 15, 2009.

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 15th day of December A.D., 2009.

[SEAL]


Peggy Ann Milton, McLean County Clerk

RECEIVED

NOV 18 2009

MCLEAN CO. HIGHWAY DEPT.

PRELIMINARY ENGINEERING SERVICES AGREEMENT

<u>LOCAL AGENCY</u>		<u>CONSULTANT</u>	
County:	McLean	Name:	Hampton, Lenzini and Renwick, Inc.
Township:		Address:	3085 Stevenson Drive
Section:	Scour Evaluations & Plans-of-Action	City:	Springfield
		State:	Illinois

THIS AGREEMENT is made and entered into this _____ day of _____, 2009 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION.

SECTION DESCRIPTION

Name _____ Length _____

Structure No. 057-5024, 057-5208, 057-5212, 057-5213, 057-5415

Location Various County and Township structures

Description: Bridge Scour Evaluations, Countermeasure Recommendations and Plans-of-Action

DEFINITION

DEPARTMENT McLean County Highway Department

AGREEMENT PROVISIONS

THE ENGINEER AGREES

1. To perform or be responsible for the performance of the following engineering services for the LA in connection with the proposed improvement hereinbefore described:
 - a.(X) Make stream and flood plain hydraulic surveys, gather high water data and record flood histories for the preparation of detailed hydraulic model for bridge scour calculations.
 - b.(X) Develop Scour Evaluation, including calculated scour depths and structural stability calculations for each structure.
 - c.(X) Develop recommendations and details for scour countermeasures at each structure.
 - d.(X) Review and update the Bridge Scour Critical Coding Report for each structure
 - e.(X) Prepare Plan-of-Action for all necessary structures that countermeasures cannot be installed.
2. That all reports, plans, plats, and special provisions to be furnished by the ENGINEER pursuant to this agreement will be in accordance with the current standard specifications and policies of the DEPARTMENT, it being understood that all such reports, plats, plans and drafts shall before finally accepted, be subject to approval by the LA and the said DEPARTMENT.
3. To attend conferences at any reasonable time when required to do so by the LA or representatives of the DEPARTMENT.
4. In the event plans/reports are found to be in error during the construction of the SECTION and revisions of the plans / reports are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
5. The basic survey notes and sketches, charts, computations and other data prepared or obtained by the ENGINEER pursuant to this AGREEMENT will be made available upon request to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.

6. That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

THE LA AGREES

1. To pay for all services stipulated under paragraph 1a, 1b, 1c, 1d and 1e of THE ENGINEER AGREES at the hourly rates stipulated below for personnel assigned to this SECTION as payment in full to the ENGINEER for the actual time spent in providing these services, the hourly rates to include profit, overhead, readiness to serve, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under paragraphs 1a. If the ENGINEER sublets all or a part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge. "Cost to ENGINEER" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm including the Principal Engineer perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

The upper limit of compensation for the services described herein shall be \$21,500.00.

<u>Grade Classification of Employee</u>	<u>Hourly Rate</u>
Principal	\$161.00
Engineer Specialist	160.00
Engineer 9	153.00
Engineer 8	144.00
Engineer 7	131.00
Engineer 6	118.00
Engineer 5	105.00
Engineer 4	100.50
Engineer 3	94.50
Engineer 2	89.50
Engineer 1	78.50
Technician 7	102.50
Technician 6	94.00
Technician 5	84.00
Technician 4	71.50
Technician 3	63.50
Technician 2	57.00
Technician 1	48.50
Clerical 2	74.00
Clerical 1	51.00
Accountant	77.50

The hourly rate itemized above shall be effective the date the parties hereunto entering this AGREEMENT have affixed their hands and seals and shall remain in effect through the duration of the contract.

2. That payments due the ENGINEER for services rendered pursuant to this AGREEMENT will be made as soon as practicable after the services have been performed.
3. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a thru 1e, and prior to the completion of such services, the LA shall reimburse the ENGINEER for labor expenses at the hourly rates set forth under paragraph 1 above for costs incurred up to the time he is notified in writing of such abandonment. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost.
4. That should the LA require changes in any of the detailed plans, specifications or estimates (except for those required pursuant to paragraph 4 of THE ENGINEER AGREES) after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes at the hourly rates set forth under paragraph 1 above. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

IT IS MUTUALLY AGREED

1. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA, all drawings, plats, surveys, reports, permits, agreements, provisions, specifications, partial and completed estimates, and data with the understanding that all such material become the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with paragraph 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage, fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty the LA shall have the right to annul this contract without liability.
5. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the Contractor's safety precautions or to means, methods, techniques or procedures the Contractor elects to use to complete his work. Omitted services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment or excavations and any erection methods and temporary bracing.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

McLean County of the State of Illinois, acting by and through its County Board

ATTEST:

By _____
County Clerk

By _____

(SEAL)

Title: Chairman, County Board

Executed by the ENGINEER:

Hampton, Lenzini and Renwick, Inc.
3085 Stevenson Drive, Suite 201
Springfield, Illinois 62703-4269

ATTEST:

By Steven W. Mugginson
Vice President

By Michael Y. Berry
Executive Vice President

(SEAL)

HAMPTON, LENZINI AND RENWICK, INC.

SPECIAL PROVISION FOR EMPLOYMENT PRACTICES

In addition to all other labor requirements set forth in this proposal and in the "Standard Specifications for Road and Bridge Construction" adopted by the Illinois Department of Transportation, during the performance of this contract, Hampton, Lenzini and Renwick, Inc., its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. SELECTION OF LABOR

The Engineer shall comply with all Illinois statutes pertaining to the selection of labor.

II. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this contract, the Engineer agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Engineer's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Engineer in its efforts to comply with such Act and Rules and Regulations, the Engineer will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- E. That it will submit reports as required by the Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- G. That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subconsultant. In the same manner as with other provisions of this contract, the Engineer will be liable for compliance with applicable provisions of this clause by all its subconsultants; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subconsultant fails or refuses to comply therewith. In addition, the Engineer will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

STATE OF ILLINOIS
DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (Ill. Rev. Stat., ch. 127, par. 152.311). The Drug Free Workplace Act, effective January 1, 1992, 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 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.

1. Publishing a statement:

- a. 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.
- b. Specifying the actions that will be taken against employees for violations of such prohibition.
- c. Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(1) abide by the terms of the statement; and

(2) 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.

2. Establishing a drug free awareness program to inform employees about:

- a. the dangers of drug abuse in the workplace;
- b. the grantee's or contractor's policy of maintaining a drug free workplace;
- c. any available drug counseling, rehabilitation and employee assistance programs; and
- d. the penalties that may be imposed upon an employee for drug violations.

3. Providing a copy of the statement required by subparagraph 1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

4. Notifying the contracting or granting agency within ten (10) days after receiving notice under part (2) of paragraph c of subsection 1 above from an employee or otherwise receiving actual notice of such conviction.

5. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

6. 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.

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

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Hampton, Lenzini & Renwick, Inc.
Printed Name of Organization

Steven W. Megginson
Signature of Authorized Representative

Steven W. Megginson, Vice President
Printed Name and Title

36-2555986
Requisition/Contract/Grant
ID Number

11/24/2009
Date

McLean County Scour Evaluation/Plans-of-Action
 1. ADMINISTRATION/MANAGEMENT

- 1.1. Review Meetings incl travel time: 1 County IDOT
2 mtgs
2 mtgs IDNR
- 1.2. Subconsultant Coordination
- 1.3. Management (Supervision of Plan Preparation)
- 1.4. Monthly Reports 12 months (Invoicing/PM)

Total Administration/Management

4. Field Survey

- 4.2. Field & Land Survey
 - 4.2.1 Survey Control
 - 4.2.4 Hydraulic & Stream
 - 4.2.8 Reduce Field Data
 - 4.2.9 Addtl Pickup Survey/ Layout
 - 4.2.10 Create DTM

20

at Survey

9. Scour Evaluation / Plan of Action

- 9.1 Obtain Streamstats, field review, coord data
- 9.2 Create Existing Condition Model
- 9.3 Calculate Scour Depths
- 9.4 Plot Exhibits / Scour Profile

9.5 Evaluate Structural Capacity

9.6 Develop Scour Countermeasures

9.7 Create Plans-of-Action

- 9.8
- 9.9
- 9.10 Drafting Exhibits
- 9.11 Typing & Printing

Total Scour Evaluation/POA

Sub Total HER Project

Activity	CC	PA	PC	SCON	SSS	SD	STP	PLT	DE	C	DR	PC	Other	Total
1.1. Review Meetings	0													0
1.2. Subconsultant Coordination	2													2
1.3. Management	2	2												4
1.4. Monthly Reports	2													2
Total Administration/Management	6	2	0	0	0	0	0	0	0	0	0	0	0	10
4.2. Field & Land Survey	0													0
4.2.1 Survey Control	0			4										4
4.2.4 Hydraulic & Stream	60				60									120
4.2.8 Reduce Field Data	3					3								6
4.2.9 Addtl Pickup Survey/ Layout	0							12						12
4.2.10 Create DTM	0													0
Total at Survey	63	0	0	4	60	3	0	12	0	0	0	0	0	139
9. Scour Evaluation / Plan of Action	0													0
9.1 Obtain Streamstats	0								12					12
9.2 Create Existing Condition Model	22								25					47
9.3 Calculate Scour Depths	12								12					24
9.4 Plot Exhibits / Scour Profile	40								20					60
9.5 Evaluate Structural Capacity	0								28					28
9.6 Develop Scour Countermeasures	0								10					10
9.7 Create Plans-of-Action	20								20					40
9.8	0													0
9.9	0													0
9.10 Drafting Exhibits	0													0
9.11 Typing & Printing	8													8
Total Scour Evaluation/POA	65	0	0	0	0	0	0	0	107	0	0	0	0	165
Sub Total HER Project	128	2	0	4	60	3	0	12	107	0	0	0	0	250

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS

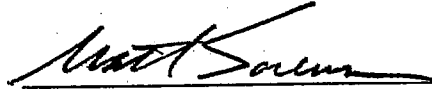
WHEREAS, the County Board of McLean County by resolution dated June 17, 2008, with the consent of the Department of Transportation, appointed Eric S. Schmitt, County Engineer for McLean County for a term of six years effective June 28, 2008, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$96,710.85 per year for January 1, 2010 through December 31, 2010 and his traveling, instruction and schooling and conference expenses are estimated at \$2,900.00 per year.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of Ninety-nine Thousand Six Hundred Ten Dollars and 85/100 (\$99,610.85) 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, 2010 through December 31, 2010.

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 15, 2009.


Matt Sorensen, 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 15, 2009.

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 15th day of December, A.D. 2009.

[SEAL]


County Clerk

APPROPRIATION TRANSFER ORDINANCE
 AMENDING THE MCLEAN COUNTY FISCAL YEAR 2009
 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

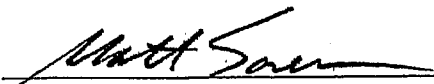
WHEREAS, SUCH TRANSFERS DO NOT AFFECT THE TOTAL AMOUNT APPROPRIATED IN ANY FUND, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

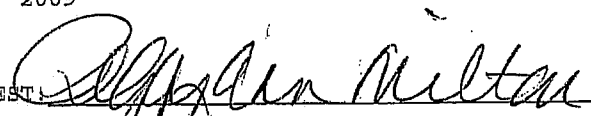
BE IT ORDAINED BY THE County Board Of McLean County, Illinois THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

DEBIT: FROM	ACCOUNT TITLE	AMOUNT	CREDIT: TO	ACCOUNT TITLE	AMOUNT
<hr/>					
Justice Committee					
	FUND 0001 DEPARTMENT 0029 SHERIFF PGM 0027 LAW ENFORCEMENT OPERATION				
0841 0001	PURCHASE OF POLICE EQUIP.	4,050.00		0621 0001	NON-MAJOR EQUIPMENT 4,050.00-
		4,050.00			4,050.00-
		=====			=====
<hr/>					
Executive Committee					
	FUND 0001 DEPARTMENT 0043 INFORMATION SERVICES PGM 0047 DATA PROCESSING				
0750 0004	SOFTWARE LICENSE AGREE	24,000.00		0850 0001	CAPITALIZED ASSETS 24,000.00-
0833 0002	PURCHASE/COMPUTER EQUIP.	21,000.00		0621 0005	COMPUTERS UNDER \$1,000 21,000.00-
		45,000.00			45,000.00-
		=====			=====

ADOPTED BY THE County Board Of McLean County, Illinois
 THIS 15TH DAY OF DECEMBER , 2009



 CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST: 

 COUNTY CLERK, MCLEAN COUNTY

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXTENSION OF THE ABRAHAM LINCOLN
BICENTENNIAL COMMISSION OF MCLEAN COUNTY, ILLINOIS

WHEREAS, the Town of Normal, the City of Bloomington and the County of McLean did in 2006 approve a Resolution creating the Abraham Lincoln Bicentennial Commission of McLean County, Illinois; and

WHEREAS, according to the terms of the Resolution creating the Abraham Lincoln Bicentennial Commission of McLean County, Illinois, the Commission is to terminate on December 31, 2009; and

WHEREAS, the Commission desires to extend its existence to December 31, 2010 in order to conduct various activities associated with the celebration of the life of President Abraham Lincoln; and

WHEREAS, the Town of Normal, the City of Bloomington and the County of McLean find it in the best interests of its residents and citizens to extend the life of the Abraham Lincoln Bicentennial Commission of McLean County, Illinois, to December 31, 2010 in order to conduct certain planned activities, all as more fully set forth herein.

NOW, THEREFORE, BE IT RESOLVED, by the legislative bodies of the Town of Normal, City of Bloomington and County of McLean that the Abraham Lincoln Bicentennial Commission of McLean County, Illinois, previously created by joint Resolution of the parties in 2006, be and the same is hereby continued and extended through December 31, 2010, under the same terms and conditions as originally set forth in the creating Resolution adopted by the governing bodies.

BE IT FURTHER RESOLVED, that the Commission shall fully comply with the terms of the Intergovernmental Agreement for funding of the Abraham Lincoln Bicentennial Commission of McLean County as adopted and approved by the parties hereto in 2008.

BE IT FURTHER RESOLVED, that the Commission shall make a full report to the governing bodies on or before January 1, 2010, of activities undertaken by the Commission and funds expended by the Commission.

BE IT FURTHER RESOLVED, that the Commission shall between now and December 31, 2010, undertake those activities set forth in Exhibit A attached hereto and incorporated herein

by reference and shall, upon completion of its charge file a complete report to the Town of Normal, City of Bloomington and County of McLean detailing the activities undertaken and funds expended for said purpose.

BE IT FURTHER RESOLVED, that any funds remaining and not expended for Abraham Lincoln Bicentennial Commission of McLean County activities shall be returned to the Town of Normal, City of Bloomington and County of McLean on a pro-rata basis.

ADOPTED this _____ day of _____, 2009.

APPROVED:

President of the Board of Trustees of
the Town of Normal, Illinois

ATTEST:

Town Clerk

(seal)

APPROVED:

Matt Sorensen, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, County Clerk

APPROVED:

Steve Stockton, Mayor
City of Bloomington

ATTEST:

Tracy Covert, City Clerk
City of Bloomington

Commission Activity	Original Estimated Cost	Committed Local Government Funding	Local Government Expenditures to Date	Other Expenditures to Date	Total Expenditures to Date	Projected Remaining Costs	Requested Extension of Funds		Final Estimated Cost
							Local Government	Government	
Statue of Davis, Fall & Lincoln @BCPA	\$200,000	\$0	\$0	\$58,333	\$58,333	\$169,667	\$0	\$0	\$228,000
Interpretive Historical Lincoln Play	\$65,000	\$30,000	\$30,000	\$0	\$30,000	\$0	\$0	\$0	\$30,000
Permanent Lincoln Exhibit at David Davis Mansion and Traveling Exhibit	\$23,500	\$0	\$10,249	\$0	\$10,249	\$10,905	\$10,905	\$10,905	\$21,154
Illinois Symphony Orchestra Concert (BCPA Rental)	\$6,000	\$6,000	\$6,000	\$0	\$6,000	\$0	\$0	\$0	\$6,000
Public Lectures and Activities	\$25,000	\$25,000	\$8,209	\$0	\$8,209	\$2,500	\$2,500	\$2,500	\$10,709
McLean County Lincoln Commission Administrative Operations	\$13,000	\$13,000	\$12,626	\$0	\$12,626	\$7,500	\$7,500	\$2,500	\$15,126
Marketing and Advertising	\$20,000	\$20,000	\$10,402	\$0	\$10,402	\$2,500	\$2,500	\$2,500	\$12,902
Contingency	\$10,000	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTALS	\$367,500	\$104,000	\$77,485	\$58,333	\$135,819	\$188,672	\$18,405	\$18,405	\$323,891

- Notes:
1. The Local Government dollars were split equally between Bloomington, Normal and McLean County (\$34,667 per organization)
 2. Local government dollars were prohibited for use on the statue project

Abraham Lincoln Bicentennial Commission of McLean County

SUMMARY OF ACTIVITIES TO DATE

12/1/2009

The Abraham Lincoln Bicentennial Commission of McLean County (ALBC) sponsored legacy projects intended to endure for the education and enjoyment of future generations.

PROJECTS:

1) *"Looking for Lincoln"*

This was an original play written by Dr. Robert Bray, IWU English department professor, and Nancy Steele Brokaw, a local published author who provided their services pro bono. Abraham Lincoln considered McLean County his second home. The play portrays episodes and local citizens that capture this relationship. The ALBC contracted with Holiday Spectacular, Inc., a local group who produced, directed and presented 3 performances attended by over 2500 people. The ALBC also purchased tickets which were given to local schools who distributed them to students. State Farm donated resources to video record the play. DVD's are made available to local educational institutions and schools at no charge. The DVD's are not available commercially. By contracting this project out, the ALBC's cost for this project was several thousand dollars less than budgeted. ALBC members participated in the play.

2) *An Exhibit portraying the life of Abraham Lincoln on the 8th Judicial Circuit*

The early years and presidential years of Abraham Lincoln are widely researched and published. The ALBC recognized that the middle years of his life were those of a practicing attorney. For over 20 years he practiced law in Springfield, but rode the circuit much of that time, which brought him in contact with hundreds of central Illinois citizens. That interaction, especially with key McLean County citizens, led to lasting relationships and strongly influenced him as a person and politician. These relationships were to prove crucial to his subsequent nomination for the presidency. Judge David Davis and Jesse Fell of McLean County were close friends and associates. **There will be two exhibits.** One will be permanently displayed at the David Davis Mansion site. The other, a condensed version, will be suitable for travelling and will offer for display to other counties of the then 8th circuit. Co-curators were Guy Fraker, local attorney and Lincoln expert, and Dr. Stewart Winger, ISU history department faculty. We are indebted to Susan Hartzold, exhibit designer of the McLean County History Museum, for coordinating and assembling the exhibits. We commend this committee for their hard work in obtaining significant grant money.

3) *Illinois Symphony Orchestra Memorial Concert*

The ALBC contributed financial support for this moving concert of music and narration honoring Abraham Lincoln.

4) *Annual Evergreen Cemetery Walk*

The McLean County History Museum devoted the entire Walk this year to deceased persons having a connection with Abraham Lincoln. The ALBC contributed financial support toward the Walk and toward

the purchase of costumes which can be used for future projects of that period. Some 4500 persons attended the Walk, including numerous school groups.

5) *Scholar Visitations and Lectures*

Nationally recognized Abraham Lincoln scholars were sponsored. In addition to free public lectures, the scholars met with university students and study groups. Scholars included: Gary Ecelbarger, Edna Greene Medford, James Oakes, Richard Carwardine, and Michael Burlingame. An additional speaker is planned for the spring of 2010 in conjunction with an ISU symposium.

6) *Statuary Group*

A three person (Abraham Lincoln, David Davis, and Jesse Fell) bronze, life-size statue paid for by donor money is scheduled for completion in 2010. It will be presented to the City of Bloomington at a formal unveiling for permanent display in the park in front of the Bloomington Center for the Performing Arts. This is an important addition to the developing cultural district. The statue captures these leading McLean County citizens whose efforts led to Abraham Lincoln's 1860 nomination for the presidency. Following a national search, a model by a local artist, Andrew Jumonville, was selected. The maquette of this statue was sold at a fundraising auction and the proceeds applied to the cost of the project. We especially thank the Fell Foundation for a generous gift, including a matching challenge and the Kemper Foundation, along with their local Commerce bank for their generous donations.

7) *Speakers Bureau*

Members of the ALBC have given of their time and expertise in making public presentations and serving as resources to schools, historical societies, and service organizations.

8) *Looking for Lincoln*

The City of Bloomington provided the financial support for a series of educational signs that have been placed around the Twin Cities. Members, Roger Bridges, PhD; Marcia Young, PhD; and Greg Koos, Executive Director of the History Museum, have provided narrative for this national program of Abraham Lincoln recognition.

9) *"Prelude to the Presidency" video*

The ALBC sponsored a public viewing in the historic Normal Theater on April 8, 2009 of this Emmy nominated, nationally distributed video. One hundred twenty seven people attended. The video features interviewed commentary from two of our ALBC members—Guy Fraker and Dr. Marcia Young. Bob Lenz conducted a Q.& A. after the viewing.

THE ALBC WISHES TO THANK:

- The City of Bloomington, the Town of Normal, and the County of McLean for their authorization and financial contributions, as well as for the staff support provided by Barb Adkins, Geoff Fruin, and Bill Wasson. In rotation, they have faithfully attended our meetings and kept us organized.

- Member Dr. Marcia Young and her staff of the David Davis Mansion Foundation. They generously agreed to serve as our fiscal agent, enabling us to qualify for tax deductible status.
- Greg Koos, Executive Director of the History Museum and his staff for hosting our public lectures and for their work and expertise on the exhibit project.
- The County of McLean for technical support of our Website.
- The Abraham Lincoln Association (ALA). This association is over 100 years old and is dedicated to the study of Abraham Lincoln. Many McLean County residents are members and have served on its board of directors and as officers. The ALA sponsored a commemorative pictorial book of all known statues of Abraham Lincoln in the state of Illinois. They donated copies to ALBC along with a cash donation. The books were auctioned at the fundraising event. A picture of our statuary group maquette is included in this book.

The Abraham Lincoln Bicentennial Commission of McLean County believes it has "developed, encouraged and supported" activities considered fitting and proper to honor Abraham Lincoln on his bicentennial birthday as authorized by our sponsoring governments. We have been so pleased with these efforts and the many relationships fostered we intend to submit a more formal recommendation to the local governments to consider an annual event commemorating Abraham Lincoln and the role of McLean County in his life.

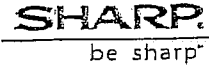
Attached please find the financial report of the ALBC.



Corporate Offices
2860 Stanton Avenue
Springfield, Illinois 62703
(217) 529-6697
www.wattscopy.com

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

EQUIPMENT MAINTENANCE CONTRACT



TO
FROM
McLean County Government
Various Locations
Bloomington, IL 61702

TO
FROM
McLean County Government,
104 W. Front Street
Bloomington, IL 61701

Contract/Order #

Date: 07-07-09

CUSTOMER NO.	CUST. P.O. NO.	DATE ORDERED	DELIVERY DATE	SHIP VIA	REPRESENTATIVE
900368					10SA05 BSCHMALSHOF/LD

ORDERED	PKG	SHIPPED	PROD. NO.	DESCRIPTION	UNIT PRICE	AMOUNT
			ID#	SEE ATTACHED SPREADSHEET		
			SN:	on ARM450's		
				Accessories		

CONTRACT TYPE: Cost Per Copy/Print/Scan/Fax Maintenance Agreement
 CONTRACT COVERAGE: All service, parts, labor, mileage, drums, fuser rollers, black toner, black developer and preventative maintenance.

BEGINNING METER: VARIOUS MACHINES
 BEGINNING DATE: 01/01/2010 ENDING DATE: 12/31/2010

COST PER COPY/PRINT/SCAN/FAX: \$0.0065
 Customer agrees to pay above cost per copy/print/scan/fax for all copies/prints/scans/faxes made on above equipment for the term of the contract. Billing will occur quarterly from meter readings sent in by customer to Watts Corporate Office.

This contract does not cover damage due to operator error, power surge, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply.

MAINTENANCE AGREEMENT MUST BE PAID WITHIN 30 DAYS. IF NOT PAID, LABOR, PARTS AND SUPPLIES MAY BE BILLABLE FROM EFFECTIVE DATE OF CONTRACT. ADMINISTRATION FEE OF \$25.00 CHARGED FOR REINSTATEMENT AFTER CANCELLATION.

Decision Maker: Craig Nelson
 Phone: 309-888-5100 Fax:
 Email: craig.nelson@mcleancountyil.gov

Key Op:
 Phone: Fax:
 Email:

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)

Accounting:
 Phone: Fax:
 Email:

IT Contact:
 Phone: Fax:
 Email:

_____/_____/_____
 TITLE DATE

 SIGNATURE

 PRINT NAME

COMMENTS

1. **Maintenance Services**
 During the term hereof Dealer will repair or replace in accordance with the terms and conditions of this Agreement any part of the Equipment which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Agreement do not include the following:
 - a) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
 - b) Repairs made necessary by service performed by persons other than Dealer.
 - c) Additional service calls or work which the Customer requests to be performed outside regular business hours.
 - d) Shop repair, reconditioning, rebuilding, overhaul or modification of the Equipment.
 - e) Provision or replacement of consumable supplies such as paper, masters, developer or toner.
2. **Performance of Maintenance Services**
 Maintenance services as described in paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located indicated on the face hereof Monday through Friday except holidays during the hours of 9:00 a.m. to 5:00 p.m. Preventative maintenance for the Equipment will be provided determined by Dealer. Remedial maintenance will be provided after notification by Customer that the Equipment is inoperative.
3. **Payment Terms**
 Payment of the maintenance fee is due in full upon execution and acceptance of this Agreement by Dealer. If the maintenance fee remains unpaid after 30 days, the maintenance fee becomes delinquent. You agree to pay a late charge of 10% of any payment which is delinquent or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons.
4. **Customer Obligation**
 Customer agrees to provide a suitable place for use (including suitable electric service and a EMI/RFI/Surge/Modem/Network Protection) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the maintenance of the Equipment as described in paragraph 1 hereof. These facilities will be within a reasonable distance of the Equipment to be serviced and will be provided at no extra charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the Equipment.
5. **Default**
 You will be in default under this Agreement if you (a) fail to pay the maintenance fee in full within 30 days of the execution and acceptance of this Agreement by Dealer or make any other payment when due under this Agreement; (b) fail to make payment when due on any other indebtedness you owe to us arising independently of this Agreement; (c) fail to perform or observe any term or condition contained in this Agreement, or any other instrument or document executed in connection with this Agreement; or (d) become insolvent (however defined), cease doing business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, Dealer shall have the right to exercise concurrently or separately, and without any election or remedies to be deemed made, the following remedies: to sue for and recover from you all amounts due and owing with or without terminating this Agreement; to terminate this Agreement and sue for and recover from you the actual cost at prevailing rates for labor, parts and supplies provided to you under this Agreement from the effective date of this Agreement through the date of termination; and to pursue any other remedy at law or in equity.
6. **Charges**
 The maintenance charges hereunder will be payable by the Customer in advance in respect of the term of this Agreement. The transfer of Equipment from the location indicated on the face hereof to any location not within an established service area will be charged at prevailing rates. Taxes (other than taxes measured by income) with respect to maintenance services including the supply of parts hereunder will be the responsibility of Customer.
7. **Attorneys' Fees and Costs**
 You shall pay Dealer all costs and expenses, including reasonable attorneys' fees, incurred by Dealer in exercising any of its rights or remedies hereunder or enforcing any terms, conditions or provisions hereof.
8. **Limitations and Liability**
 Dealer makes no warranties, express implied, as to any matter whatsoever, including without limitation, the condition of the equipment, parts and services provided under this Agreement and Customer hereby expressly disclaims any express or implied warranties with respect thereto, including without limitation, any implied warranties of merchantability, or fitness for a particular purpose. In no event shall Dealer be liable to Customer for any incidental, indirect, consequential, punitive or special damages (including but not limited to damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused. Dealer shall not be liable for non-performance caused by circumstances beyond its control including but not limited to, work stoppages, fire, civil disobedience, war, terrorism, riots and acts of God. Customer agrees that Dealer's total liability to Customer for damages suffered in connection with, or arising out of, this Agreement, regardless of whether any such liability is based upon contract, tort or other basis, shall be limited to an amount not to exceed the maintenance fee owed under this Agreement for a twelve month period.
9. **Termination and Reinstatement**
 This Agreement may be terminated by Dealer at any time upon 30 days written notice to Customer, unless it is terminated by Dealer because Customer is in default, in which case it may be terminated immediately by written notice. If this Agreement is terminated by Dealer because Customer is in default for failing to pay the maintenance fee, Customer may reinstate this Agreement if within 30 days of termination, Customer pays Dealer the maintenance fee in full plus any late charges and a reinstatement fee of \$25.00.
10. **Assignment**
 This Agreement is not assignable. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void.
11. **Term**
 This Agreement shall become effective as of the effective date indicated on the face hereof upon acceptance by Dealer and continue in effect for each unit of Equipment until the expiration of the time or copy limit indicated on the face hereof (the "initial term"). The Agreement shall automatically renew at the expiration of the initial term for a like term (the "renewal term") and automatically renew thereafter for additional like terms at the expiration of each renewal term at the prevailing rates for the maintenance charges at the time of such renewal, unless you notify Dealer in writing at least 30 days prior to the end of the initial term or any renewal term that you do not want to renew the Agreement.
12. **Waiver**
 Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.
13. **Governing Law and Venue**
 This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within Sangamon County, Illinois. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.
14. **Indemnity and Hold Harmless**
 To the fullest extent permitted by law, the Customer shall and agrees to indemnify Dealer against, and hold Dealer harmless from, any claims, losses, actions, suits, proceedings, costs, expenses, damages, and liabilities (including but not limited to negligence, tort, and strict liability) and any and all costs and expenses in connection therewith, including reasonable attorney's fees and costs, arising out of, connected with, the maintenance, repair, inspection, use, operation and possession of the equipment by Customer. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the maintenance, repair, use, operation, possession, control, handling, or transportation of the equipment during the term of this Agreement.
15. **Severability**
 Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
16. **Entire Agreement**
 The foregoing terms and conditions and those contained in prevailing price lists described herein constitute the entire agreement between Customer and Dealer with respect to its subject, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents of Customer. All other prior agreements, proposals, and understandings with respect to the subject matter of this Agreement are merged herein, and there are no premises, terms, conditions or obligations with respect thereto other than those contained herein. This Agreement may be amended only by written instrument executed by both parties.

This contract does not cover damage due to operator error, power surges, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Walls Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply. This contract is null and void unless paid within 30 days.



Watts
COPY SYSTEMS, INC.
"where service is more than a promise"

Corporate Offices
2860 Stanton Avenue
Springfield, Illinois 62703
(217) 529-6697
www.wattscopy.com

SEE REVERSE SIDE FOR
TERMS AND CONDITIONS

EQUIPMENT MAINTENANCE CONTRACT

SHARP.
be sharp™

D McLean County Government
E Various Locations
L Bloomington, IL 61702
I
V
E
R
T
O

B McLean County Government
I 104 W. Front Street
L Bloomington, IL 61701
L
T
O

Contract/Order #

Date: 07-07-09

CUSTOMER NO.	CUST. P.O. NO.	DATE ORDERED	DELIVERY DATE	SHIP VIA	REPRESENTATIVE
900368					10SA05 BSCHMALSHOF 7 LD

ORDERED	PKG	SHIPPED	PROD NO	DESCRIPTION	UNIT PRICE	AMOUNT
				SEE ATTACHED SPREADSHEET on ARM550's/ARM620's		

CONTRACT TYPE: Cost Per Copy/Print/Scan/Fax Maintenance Agreement
CONTRACT COVERAGE: All service, parts, labor, mileage, drums, fuser rollers, black toner, black developer and preventative maintenance.

BEGINNING METER: VARIOUS MACHINES
BEGINNING DATE: 01/01/2010 ENDING DATE: 12/31/2010

COST PER COPY/PRINT/SCAN/FAX: \$0.0055
Customer agrees to pay above cost per copy/print/scan/fax for all copies/prints/scans/faxes made on above equipment for the term of the contract. Billing will occur quarterly from meter readings sent in by customer to Watts Corporate Office.

This contract does not cover damage due to operator error, power surge, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply.

MAINTENANCE AGREEMENT MUST BE PAID WITHIN 30 DAYS. IF NOT PAID, LABOR, PARTS AND SUPPLIES MAY BE BILLABLE FROM EFFECTIVE DATE OF CONTRACT. ADMINISTRATION FEE OF \$25.00 CHARGED FOR REINSTATEMENT AFTER CANCELLATION.

Decision Maker: Craig Nelson
Phone: 309-888-5100 Fax:
Email: craig.nelson@mcleancountyil.gov

Key Op:
Phone: Fax:
Email:

SIGNATURE (MUST BE SIGNED BY AN AUTHORIZED CORPORATE OFFICER, PARTNER OR PROPRIETOR)

Accounting:
Phone: Fax:
Email:

IT Contact:
Phone: Fax:
Email:

TITLE DATE

SIGNATURE

PRINT NAME

COMMENTS

1. Maintenance Services

During the term hereof Dealer will repair or replace in accordance with the terms and conditions of this Agreement any part of the Equipment which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used; all parts removed due to replacement will become the property of the Dealer. Maintenance services provided by Dealer under this Agreement do not include the following:

- a) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specifications).
- b) Repairs made necessary by service performed by persons other than Dealer.
- c) Additional service calls or work which the Customer requests to be performed outside regular business hours.
- d) Shop repair, reconditioning, rebuilding, overhaul or modification of the Equipment.
- e) Provision or replacement of consumable supplies such as paper, masters, developer or toner.

2. Performance of Maintenance Services

Maintenance services as described in paragraph 1 hereof will be provided at the Customer's place of business where the Equipment is located indicated on the face hereof Monday through Friday except holidays during the hours of 9:00 a.m. to 5:00 p.m. Preventative maintenance for the Equipment will be provided determined by Dealer. Remedial maintenance will be provided after notification by Customer that the Equipment is inoperative.

3. Payment Terms

Payment of the maintenance fee is due in full upon execution and acceptance of this Agreement by Dealer. If the maintenance fee remains unpaid after 30 days, the maintenance fee becomes delinquent. You agree to pay a late charge of 10% of any payment which is delinquent or, if less, the maximum late charge allowed by applicable law. You agree to pay a charge of \$25.00 for each check returned for non-sufficient funds or other reasons.

4. Customer Obligation

Customer agrees to provide a suitable place for use (including suitable electric service and a EMI/RFI/Surge/Modem/Network Protection) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the maintenance of the Equipment as described in paragraph 1 hereof. These facilities will be within a reasonable distance of the Equipment to be serviced and will be provided at no extra charge. Customer will provide a key operator for the Equipment for each shift of operation and make available operators for instruction in use and care of the Equipment.

5. Default

You will be in default under this Agreement if you (a) fail to pay the maintenance fee in full within 30 days of the execution and acceptance of this Agreement by Dealer or make any other payment when due under this Agreement; (b) fail to make payment when due on any other indebtedness you owe to us arising independently of this Agreement; (c) fail to perform or observe any term or condition contained in this Agreement, or any other instrument or document executed in connection with this Agreement; or (d) become insolvent (however defined), cease doing business as a going concern, make an assignment for the benefit of creditors, or cause a petition for receiver or in bankruptcy to be filed by or against you (including a petition for reorganization or an arrangement). If you are in default under this Agreement, Dealer shall have the right to exercise concurrently or separately, and without any election or remedies to be deemed made, the following remedies: to sue for and recover from you all amounts due and owing with or without terminating this Agreement; to terminate this Agreement and sue for and recover from you the actual cost at prevailing rates for labor, parts and supplies provided to you under this Agreement from the effective date of this Agreement through the date of termination; and to pursue any other remedy at law or in equity.

6. Charges

The maintenance charges hereunder will be payable by the Customer in advance in respect of the term of this Agreement. The transfer of Equipment from the location indicated on the face hereof to any location not within an established service area will be charged at prevailing rates. Taxes (other than taxes measured by income) with respect to maintenance services including the supply of parts hereunder will be the responsibility of Customer.

7. Attorneys' Fees and Costs

You shall pay Dealer all costs and expenses, including reasonable attorneys' fees, incurred by Dealer in exercising any of its rights or remedies hereunder or enforcing any terms, conditions or provisions hereof.

8. Limitations and Liability

Dealer makes no warranties, express implied, as to any matter whatsoever, including without limitation, the condition of the equipment, parts and services provided under this Agreement and Customer hereby expressly disclaims any express or implied warranties with respect thereto, including without limitation, any implied warranties of merchantability, or fitness for a particular purpose. In no event shall Dealer be liable to Customer for any incidental, indirect, consequential, punitive or special damages (including but not limited to damages to business reputation, lost business, or lost profits), whether foreseeable or not and however caused. Dealer shall not be liable for non-performance caused by circumstances beyond its control including but not limited to, work stoppages, fire, civil disobedience, war, terrorism, riots and acts of God. Customer agrees that Dealer's total liability to Customer for damages suffered in connection with, or arising out of, this Agreement, regardless of whether any such liability is based upon contract, tort or other basis, shall be limited to an amount not to exceed the maintenance fee owed under this Agreement for a twelve month period.

9. Termination and Reinstatement

This Agreement may be terminated by Dealer at any time upon 30 days written notice to Customer, unless it is terminated by Dealer because Customer is in default, in which case it may be terminated immediately by written notice. If this Agreement is terminated by Dealer because Customer is in default for failing to pay the maintenance fee, Customer may reinstate this Agreement if within 30 days of termination, Customer pays Dealer the maintenance fee in full plus any late charges and a reinstatement fee of \$25.00.

10. Assignment

This Agreement is not assignable. Any attempt to assign or transfer any of the rights, duties or obligations hereof is void.

11. Term

This Agreement shall become effective as of the effective date indicated on the face hereof upon acceptance by Dealer and continue in effect for each unit of Equipment until the expiration of the time or copy limit indicated on the face hereof (the "initial term"). The Agreement shall automatically renew at the expiration of the initial term for a like term (the "renewal term") and automatically renew thereafter for additional like terms at the expiration of each renewal term at the prevailing rates for the maintenance charges at the time of such renewal, unless you notify Dealer in writing at least 30 days prior to the end of the initial term or any renewal term that you do not want to renew the Agreement.

12. Waiver

Any failure by either party to require conformity to all provisions hereof shall not be deemed a waiver of future conformity to such provisions.

13. Governing Law and Venue

This Agreement shall be subject to and governed by the laws of the State of Illinois. Any action or proceeding arising out of or which is directly or indirectly related to this Agreement shall be commenced and maintained only in courts located in Sangamon County, Illinois. Each party, by their respective execution of this Agreement, consents and submits to the jurisdiction of any state or federal court located within Sangamon County, Illinois. Each party waives any right that the party may otherwise have to transfer or change the venue of any action or proceeding brought against that party by the other party to this Agreement which arises out of or is directly or indirectly related to this Agreement.

14. Indemnity and Hold Harmless

To the fullest extent permitted by law, the Customer shall and agrees to indemnify Dealer against, and hold Dealer harmless from, any claims, losses, actions, suits, proceedings, costs, expenses, damages, and liabilities (including but not limited to negligence, tort, and strict liability) and any and all costs and expenses in connection therewith, including reasonable attorney's fees and costs, arising out of, connected with, the maintenance, repair, inspection, use, operation and possession of the equipment by Customer. Customer recognizes and agrees that included in this indemnity clause, but not by way of limitation, is Customer's assumption of any and all liability for injury, disability and death of workmen and other persons caused by the maintenance, repair, use, operation, possession, control, handling, or transportation of the equipment during the term of this Agreement.

15. Severability

Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement or the application thereof to any person, entity or circumstances shall be invalid, illegal or unenforceable to any extent, the remainder of the Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

16. Entire Agreement

The foregoing terms and conditions and those contained in prevailing price lists described herein constitute the entire agreement between Customer and Dealer with respect to its subject, irrespective of inconsistent or additional terms and conditions in Customer's purchase orders or other documents of Customer. All other prior agreements, proposals, and understandings with respect to the subject matter of this Agreement are merged herein, and there are no premises, terms, conditions or obligations with respect thereto other than those contained herein. This Agreement may be amended only by written instrument executed by both parties.

This contract does not cover damage due to operator error, power surges, lightning, negligence, abuse, misuse or if equipment is serviced by anyone other than an authorized representative. The equipment specified under this contract will perform within specifications given by the manufacturer with supplies which have been proven and tested by us. If source of supplies is other than Watts Copy Systems, Inc., and if such supplies result in a service call or are clearly not compatible with the equipment, then the coverage under this agreement may not apply. This contract is null and void unless paid within 30 days.

NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and McLean County, IL (Customer) sets forth the standard software maintenance support services provided by New World.

1. Service Period

This SSMA shall remain in effect for a period of three (3) years from (start date) 1/1/10 to (end date) 12/31/12.

2. Services Include

The following services or features are available under this SSMA:

- (a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by New World).
- (b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
- (c) Revisions to Licensed Documentation.
- (d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
- (e) Invitation to and participation in user group meetings.

Items a, b, and c above will be provided to Customer by electronic means.

Additional support services are available as requested by Customer using the then-current hourly rates or applicable fees.

3. Maintenance for Modified Licensed Standard Software and Custom Software

Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer's request, then the additional New World maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the Customer and will be remitted to New World upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from New World will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to Customer on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.

6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if Customer believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, Customer must notify New World in writing that there is a claimed defect and specify which feature and/or report Customer believes to be defective. Before any notice is sent to New World, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. New World will review the documented notice and when a feature or report does not conform to the published specifications, New World will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

- (a) situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
- (b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and;
- (c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for IBM AS/400-50

New World agrees to provide software maintenance at the costs listed below for the following New World Licensed Standard Software packages installed at Customer's location:

<u>Application Package</u>	<u>Number of Modules</u>
1. Logos® Financial Management Software	10
2. Logos® Human Resources Software	1

ANNUAL
MAINTENANCE See Below

<u>Period Covered</u>	<u>Annual Amount</u>	<u>Billing Date</u>
1/1/2010 to 12/31/2010	\$33,264	12/15/2009
1/1/2011 to 12/31/2011	\$36,258	12/15/2010
1/1/2012 to 12/31/2012	\$39,520	12/15/2011

Note: Unless extended by New World, the above costs are available for 90 days after submission of the costs to Customer. After 90 days, New World may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

8. Terms and Conditions

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

ACCEPTED BY:

Customer: McLean County, IL

Name: _____

Title: _____

Date: _____

ACCEPTED BY:

New World Systems Corporation

Name: _____

Title: _____

Date: _____

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.

McLean County, IL

Licensed Application Software

At August, 2009

1. Logos® Financial Management Software

- Financial Management Base Package
 - Base
 - General Ledger Module
 - Budgetary Reporting Module
 - Annual Budget Processing Module
 - Requisition Processing Module
 - Purchasing Module
 - Accounts Payable Module
 - Revenue Accounting Module
- Fixed Assets
- Government Reporting

2. Logos® Human Resources Software

- Payroll with Base Personnel

**AGREEMENT TO PROVIDE SPECIFIED
THIRD PARTY ADMINISTRATOR SERVICES**

THIS AGREEMENT effective the 1st day of January, 2010, by and between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD], and the County of McLean, State of Illinois [hereinafter the EMPLOYER].

WITNESSETH:

WHEREAS, the EMPLOYER is a governmental entity, with principal offices located at 115 East Washington Street, Bloomington, Illinois, (1) which is qualified as a workers' compensation self-insured employer, as provided for by Illinois law, and as such is authorized to self-insure its workers' compensation risk in the State of Illinois, and (2) which is not prohibited under Illinois state law to self-insure its general liability insurance risk; and,

WHEREAS, BRENTWOOD is a Tennessee corporation with principal offices located at 104 Continental Place, Suite 200, Brentwood, Tennessee, and is duly authorized to act as a service company in the State of Illinois pursuant to Ill. Rev. Stat., ch. 215, para. 5/17a.09; and,

WHEREAS, the EMPLOYER desires to contract with BRENTWOOD to provide certain third party administrator services, as set forth herein; and,

WHEREAS, BRENTWOOD wishes to provide such services;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

Section I – Agreement to Provide Services

The EMPLOYER hereby contracts with BRENTWOOD to perform, on behalf of the EMPLOYER, the services specified in this agreement and any exhibits attached hereto, and BRENTWOOD hereby agrees to perform such services, on the terms and conditions of, and for and limited to the duration of, this agreement.

Section II – Duties and Responsibilities of BRENTWOOD

- A. **Services.** BRENTWOOD shall, during the term of this agreement, provide the services specified herein, consisting of:
1. providing claims services as set forth in Exhibit A, attached to this agreement and incorporated herein by reference; and,
 2. as and when requested by the EMPLOYER, providing loss control services as set forth in Exhibit B, attached to this agreement and incorporated herein by reference.
 3. as and when requested by the EMPLOYER, providing supplemental consulting services as set forth in Exhibit E, attached to this agreement and incorporated herein by reference.

All such services shall be provided by BRENTWOOD in an honest manner and in conformance with the industry standard of performance.

- B. **General Administration.** BRENTWOOD agrees to:
1. provide such clerical, secretarial and administrative support, including necessary equipment and supplies, as may be necessary for the day to day compliance of the contractually agreed upon duties of BRENTWOOD in accordance with this agreement; and,
 2. maintain for itself general liability, automobile liability, workers' compensation, fidelity bond and errors and omissions insurance coverage, as required by law. Prior to commencement of this contract, BRENTWOOD will provide evidence of this coverage to the EMPLOYER on a certificate of insurance.

Section III – Duties and Responsibilities of the EMPLOYER

- A. **Fees.** The EMPLOYER agrees to pay to BRENTWOOD fees as set forth in Exhibit C, attached to this agreement and incorporated herein by reference.
- B. **Other Expenses.** The EMPLOYER agrees to be responsible for all other expenses relative to self-insuring its workers' compensation risk, except for expenses directly relating to the performance by BRENTWOOD of its obligations under this agreement. Expenses for which BRENTWOOD shall not be responsible include, but are not limited to: (1) reinsurance and/or excess insurance premium, (2) premium taxes, (3) any assessments, (4) claim and/or loss payments, (5) allocated loss expense, as defined in Exhibit D, attached to this agreement and incorporated herein by reference, and (6) any other expense associated with the servicing of the EMPLOYER's workers' compensation, general liability, vehicle

liability, and professional liability risk which is not specifically delegated to BRENTWOOD by virtue of this agreement.

- C. **Duties, Responsibilities and Obligations Remaining.** Nothing in this agreement shall be construed as relieving the EMPLOYER of any duty, responsibility or obligation it has to comply with any law obligatory upon it. The EMPLOYER remains responsible for performing all functions necessary to remain compliant with applicable law.
- D. **Access to Electronic Information Maintained by BRENTWOOD.** The EMPLOYER will be granted access to certain information in electronic format relative to its self-insured program that is maintained by BRENTWOOD through BRENTWOOD's proprietary PowerView software. As a condition for such access, the EMPLOYER shall have responsibilities relative to the confidentiality and protection of such information as more fully delineated in Exhibit E, attached hereto and incorporated herein by reference. Furthermore, the EMPLOYER and each and every individual user authorized by the EMPLOYER and granted access to said proprietary PowerView software by BRENTWOOD shall execute a software usage agreement in a form acceptable to BRENTWOOD. Access to said proprietary PowerView software is hereby granted to three (3) users appointed by the EMPLOYER.

Section IV – Ownership of Books and Records

- A. BRENTWOOD shall maintain and retain custody of the books, records, files and other information as required to perform the services specified herein during the time mutually agreed to by BRENTWOOD and the EMPLOYER; however, BRENTWOOD may destroy any books, records, files and other information after seven (7) years of file inactivity unless ordered by the EMPLOYER, in writing, to maintain said books, records, files and other information. Such books, records, files and other information shall remain the exclusive property of the EMPLOYER and shall be available for review by the EMPLOYER during business hours, with reasonable notice, at the premises of BRENTWOOD. It is further agreed that software programs, computer programs, source codes and other computer software items that are utilized by BRENTWOOD are not the property of the EMPLOYER, and remain the exclusive property of BRENTWOOD. The EMPLOYER understands and agrees that BRENTWOOD may, in its exclusive discretion, retain a copy of all such books, records, files and other information upon termination of this agreement.
- B. **Illinois Freedom of Information Act.** Pursuant to 5 ILCS 140/7(2), a public record that is in the possession of BRENTWOOD and that directly relates to governmental function and is not otherwise exempt, is considered a public record of the EMPLOYER and therefore subject to Freedom of Information Act request. BRENTWOOD understands and agrees that BRENTWOOD shall maintain any

and all such records consistent with the document retention and destruction policies of the EMPLOYER and shall disclose any and all such records in its possession in accordance with the Illinois Freedom of Information Act.

Section V – Term of Agreement and Termination

- A. **Term of Agreement.** This agreement is effective on the date above written at 12:01 a.m. Central Time, and shall remain in full force and effect until the 1st day of January, 2013, at 12:01 a.m. Central Time.
- B. **Just Cause Termination.** Notwithstanding the forgoing subsection, either party to this agreement may terminate the same with proper notice for just cause. A party to this agreement shall have just cause to terminate this agreement upon:
1. the filing of a bankruptcy petition by the other party to this agreement, or the placement into bankruptcy or a declaration of insolvency by a court of competent jurisdiction of either party to this agreement, or the dissolution of either party;
 2. the failure of either party to maintain any license, regulatory approval or other type of regulatory authorization to perform its obligations under this agreement; or,
 3. a material breach of the terms of this agreement by the other party; or the commission of fraud by the other party in the making and/or entering into of this agreement or of the performance of this agreement.

If this agreement is being terminated for just cause, written notice must be provided by the party terminating the agreement for just cause to the other party; such written notice must clearly state the alleged cause for the termination. The noticed party shall have thirty (30) days to correct the cause allegedly giving rise to the termination of the agreement. If such noticed party shall fail to correct a legitimate violation within such thirty (30) day correction period, the party giving notice of the violation may then immediately terminate the agreement.

Notwithstanding the foregoing paragraph, in the event that the EMPLOYER fails to timely pay any fees in accordance with this agreement, then BRENTWOOD may terminate this agreement merely by giving thirty (30) days prior written notice. BRENTWOOD must state in its termination letter that it is terminating the agreement for non-payment of fees.

- C. **Renewal and Termination Not for Cause.** During the term of this agreement, either party may terminate this agreement by providing sixty (60) days prior written notice of termination to the other party.

D. **Options of the EMPLOYER Upon Termination.** Upon termination of this agreement, the EMPLOYER shall have one of the following options:

1. Require BRENTWOOD to return all books, records, files and other information which are described herein as being the property of the EMPLOYER in not more than sixty (60) days to the EMPLOYER or the EMPLOYER'S designee, to the extent BRENTWOOD is in possession of such files. The EMPLOYER shall pay the reasonable costs for the transfer of such books, records, files, and other information; or,
2. Require BRENTWOOD to handle to their conclusion all claims and other obligations reported during the contract period. Should the EMPLOYER choose this option, BRENTWOOD shall be compensated on a per claim basis at BRENTWOOD's then prevailing per claim rate; this compensation shall be in addition to any compensation delineated in this agreement. Should the EMPLOYER choose this option, BRENTWOOD shall, on a quarterly basis, return all books, records, files and other information relative to closed files to the EMPLOYER; the EMPLOYER shall pay the reasonable costs for the transfer of such closed books, records, files, and other information.

E. **Duties Limited to Duration of Agreement.** It is understood and agreed by the EMPLOYER that the services described herein to be performed by BRENTWOOD are limited to the duration of this agreement and shall cease upon its termination, and BRENTWOOD shall have no further liability or service obligation to the EMPLOYER subsequent to the termination date of this agreement, unless the EMPLOYER chooses to exercise its right to require BRENTWOOD to handle claims to their conclusion as provided in § V, ¶ D2, supra, in which case BRENTWOOD's further liability and service obligations shall be limited solely to the provision of claims services for claims reported to BRENTWOOD during the contract period.

F. **Billing Upon Termination.** Upon termination of this agreement, if monies are owed from one party to the other, BRENTWOOD will furnish to the EMPLOYER its final billing for services rendered under the terms of this agreement as soon as practicable. If such billing results in monies due BRENTWOOD, the EMPLOYER agrees to tender payment within thirty (30) days. If such billing results in monies due the EMPLOYER, BRENTWOOD agrees to tender payment within thirty (30) days.

Section VI – Indemnification

A. **Indemnification by the EMPLOYER.** The EMPLOYER agrees to indemnify, defend and hold harmless BRENTWOOD with respect to any and all claims by entities and/or persons not a party to this agreement for any and all claims

asserted as a result of any alleged error, omission, tort, violation of law or negligence on the part of the EMPLOYER and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were taken at the direction of, or contributed to by BRENTWOOD. The EMPLOYER also agrees to indemnify BRENTWOOD for any and all claims for workers' compensation benefits by persons covered or eligible to be covered by the EMPLOYER.

- B. **Indemnification by BRENTWOOD.** BRENTWOOD agrees to indemnify, defend and hold harmless the EMPLOYER with respect to any and all claims by entities and/or persons not a party to the agreement for any and all claims asserted as a result of any alleged error, omission, tort, violation of law or negligence on the part of BRENTWOOD and/or its directors, officers, independent contractors, employees, agents and/or servants, unless, and only to the extent that, such actions were taken at the direction of, or contributed to by the EMPLOYER.
- C. **Survival of Indemnification Section.** This Section VI shall survive termination of this agreement.

Section VII – Miscellaneous

- A. **BRENTWOOD an Independent Contractor.** It is expressly agreed and acknowledged by the parties to this agreement that this agreement is intended to create and shall create between the EMPLOYER and BRENTWOOD the relationship of Independent Contractor.
- B. **Entire Agreement.** This agreement contains all the terms agreed upon between the parties with respect to the subject matter hereof, and supersedes any and all prior oral and written communications between BRENTWOOD and the EMPLOYER, including, if applicable, any prior written agreements in conflict herewith. No modification or amendment of this agreement shall be valid unless made in writing and fully executed by the parties.
- C. **Notices.** All notices required herein shall be in writing and shall be sent postage prepaid, via certified mail, return receipt requested, or reputable private carrier (Federal Express, DHL, UPS, etc.), with proof of receipt, to the parties at the following addresses:

If to the EMPLOYER: County of McLean, State of Illinois
ATTN: Ms. Jennifer Ho, Risk Manager
Government Center 401
115 East Washington Street
Bloomington, Illinois 61702-2400

If to BRENTWOOD: Brentwood Services Administrators, Inc.

ATTN: General Counsel
104 Continental Place, Suite 200
Brentwood, Tennessee 37027

- D. **Assignment.** Neither party shall be entitled to assign its rights or obligations under this agreement without the prior written consent of the other party.
- E. **Applicable Law.** 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 by reference. Venue for any court action in connection with this agreement shall be in the Circuit Court of the 11th Judicial Circuit, Bloomington, McLean County, Illinois.
- F. **Failure to Enforce.** The failure or delay of either BRENTWOOD or the EMPLOYER to take action with respect to any failure of the other party to observe or perform any of the terms or provisions of this agreement, or with respect to any default hereunder by such other party, shall not be construed as a waiver or operate as a waiver of any rights or remedies of either BRENTWOOD or the EMPLOYER of its right to institute and maintain any action or proceeding, which it may deem necessary to protect, assert or enforce any such rights or remedies.
- G. **Arbitration.** In the event of an irreconcilable dispute relating to this Agreement, the parties shall proceed to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The venue for the arbitration shall be in the Circuit Court of the 11th Judicial Circuit, Bloomington, McLean County, Illinois. All costs and expenses shall be borne by each party.
- H. **Headings.** All headings in this agreement are for convenience of reference only and shall be disregarded.
- I. **No Third Party Beneficiaries.** This agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder; there shall be no third party beneficiaries to this agreement.

[intentionally blank]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the dates below the parties' signatures, the agreement to be effective on the date above written.

COUNTY OF MCLEAN, STATE OF ILLINOIS

ATTEST:

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

BRENTWOOD SERVICES ADMINISTRATORS, INC.

ATTEST:

By: _____ By: _____
Title: _____ Title: _____
Date: _____ Date: _____

EXHIBIT A

Claims Services

In accordance with Section II of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

- A. **Workers' Compensation Claims Services.** BRENTWOOD shall provide to the EMPLOYER certain claims services necessary for the day to day servicing of the workers' compensation claims brought against the EMPLOYER by its employees and employer's liability claims.
- B. The obligation to provide such services shall be limited to the EMPLOYER's workers' compensation and employer's liability claims that are (i) reported to BRENTWOOD by the EMPLOYER during the term of this agreement; or are (ii) old claims that have been serviced by a previous service company/third party administrator and which BRENTWOOD hereby agrees to assume servicing responsibility for as provided herein.
- C. The obligation is further limited to such claims as are properly within the competent jurisdiction of a court or administrative tribunal, and which are filed and pursued by the claimant, in the State of Illinois.

In particular, the EMPLOYER shall pay to BRENTWOOD the Basic Annual Charges (Exhibit C, Paragraph K) consisting of the Claim Service Fees (Exhibit C, Paragraph A) and accordingly BRENTWOOD shall:

1. service, review, investigate, adjust, process and/or resist workers' compensation and employer's liability claims presented against the EMPLOYER;
2. establish claims reserves for each such claim and provide continuous review of and continually update claims reserves to reflect the establishment and/or change in claims reserves;
3. acknowledge to the EMPLOYER, in writing, the receipt of all such claims, on an agreed basis;
4. acknowledge to the EMPLOYER, in writing, all such claims that have been closed, on an agreed basis, such acknowledgement to contain the date the claim was closed and the amount paid;
5. acknowledge to the EMPLOYER, in writing and on an agreed basis, the receipt of all lawsuits, such acknowledgement to contain the name of the

defense firm and a copy of the complaint or bill filed. As litigation proceeds, BRENTWOOD shall keep the EMPLOYER apprised, to the extent reasonable, of the dates of discovery requests, depositions, conferences and trials;

6. provide a narrative report to the EMPLOYER on any such claims where the total incurred claim, inclusive of any reserves established, exceeds One Hundred Thousand Dollars (\$100,000.00), on an agreed basis;
7. prepare and maintain a claim file for each such claim, such file to be open at all reasonable times for inspection and copying by the EMPLOYER and its agents, servants, employees and officers upon request;

In addition, the EMPLOYER shall pay as Allocated Loss Expense the following as set forth in Exhibit D and accordingly BRENTWOOD shall:

8. prepare, maintain and file any and all records and reports that may be required by any state regulatory agencies in connection with BRENTWOOD's handling of such claims, as instructed by the EMPLOYER;
9. provide medical provider bill review services at Eight Dollars (\$8.00) for each medical bill reviewed to reduce the bill to the fee schedule or reasonable and customary amounts as applicable. Further reductions on the bill to reflect preferred provider organization savings and other types of savings below the fee schedule or reasonable and customary amounts will be provided for a fee of Thirty Percent (30%) of such savings. Charges for such bill review services are allocated loss expense, and thus the EMPLOYER shall be billed and make payment for all such expenses in addition to the fees delineated in Exhibit C. Billing and payment shall occur monthly. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such bill review, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services;
10. with the specific approval of the EMPLOYER, coordinate the assignment of and/or provide utilization management services and case management services on claims requiring or needing, within BRENTWOOD's reasonable discretion, such services. Charges for such services are allocated loss expense, and thus the EMPLOYER shall be billed and make payment for all such expenses in addition to the fees delineated in Exhibit C. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such services, and the EMPLOYER understands and agrees that BRENTWOOD may be compensated for its administrative expense in connection with the provision of such services. Billing and

payment shall occur at least monthly. If BRENTWOOD intends to provide utilization management and/or case management services for the EMPLOYER, then BRENTWOOD shall charge rates for such services as follows:

Medical Case Management

On Site Case Management time - \$75.00 per hour;
Catastrophic Case Management time - \$90.00 per hour;
Mileage – Federal rate
Expenses – At cost
Travel/Wait time - \$50.00 per hour

Pre-Certification/Utilization Review

Pre-Certification - \$100.00 each
Concurrent Review - \$60.00 per hour
Physician Review - \$250.00 per hour

Medical Case Planning

File Reviews - \$85.00 per hour
File Cost Projection - \$95.00 per hour
Mileage – Federal rate
Expenses – At cost
Travel/Wait time - \$60.00 per hour

Vocational Services

Vocational Services - \$75.00 per hour
Mileage – Federal rate
Expenses – At cost
Travel/Wait time - \$60.00 per hour

Periodically, BRENTWOOD may adjust these rates. In the event such rates are ever increased, BRENTWOOD shall provide to the EMPLOYER an updated list of rates sixty (60) days prior to the rate change that will be charged for such services. The EMPLOYER may request and obtain, at any time, a list of current rates being charged for such utilization management services and case management services by BRENTWOOD;

11. recommend panel physicians, as required or permitted by law, and assist in the implementation of the services such panel physicians provide;
12. investigate and determine subrogation possibilities and subsequent injury fund recovery possibilities, as appropriate; funds received from all subrogation collections shall be considered revenue of the EMPLOYER;
13. set up a voucher system to account for such disability (lost time; indemnity) benefits, medical benefits, death benefits, allocated loss

expense and any other loss and expense as may be required to comply with applicable workers' compensation laws, including any judgments or expenses as set forth in this exhibit and the agreement;

14. provide any information requested or required by any appropriate reinsurance and/or excess insurance carrier(s) to include specific excess recovery requests; and,
15. provide to such certified public accountants, attorneys or actuaries any claim cost information as may be reasonably directed by the EMPLOYER.

B. Other Than Workers' Compensation Claims Services. BRENTWOOD shall provide to the EMPLOYER, for claims reported to BRENTWOOD by the EMPLOYER, certain claims services necessary for the day to day servicing of auto or general liability bodily injury (BI) claims brought against the EMPLOYER.

In particular, the EMPLOYER shall pay to BRENTWOOD the Basic Annual Charges (Exhibit C, Paragraph K) consisting of the Claim Service Fees (Exhibit C, Paragraph B) and accordingly BRENTWOOD shall:

1. service, review, investigate, adjust, process and/or resist, where appropriate, general liability claims presented against the EMPLOYER, pursuant to any guidelines provided by the EMPLOYER to BRENTWOOD;
2. establish claims reserves for each such claim and provide continuous review of and continually update claims reserves to reflect the establishment and/or change in claims reserves;
3. acknowledge to the EMPLOYER, in writing, the receipt of all such claims, on an agreed basis;
4. acknowledge to the EMPLOYER, in writing, all such claims that have been closed, on an agreed basis, such acknowledgement to contain the date the claim was closed and the amount paid;
5. prepare a loss report respecting all such claims with such information as the EMPLOYER may reasonably direct, and provide such report to the EMPLOYER on a reasonable, agreed upon basis;
6. acknowledge to the EMPLOYER, in writing, the receipt of all legal actions, such acknowledgement to contain the name of the defense firm and a copy of the complaint or bill filed. As litigation proceeds, BRENTWOOD shall keep the EMPLOYER reasonably apprised of the

status of any litigation, including but not limited to the dates of discovery requests, depositions, conferences and trials;

7. provide a narrative report to the EMPLOYER on any such claims where the total incurred claim, inclusive of any reserves established, exceeds One Hundred Thousand Dollars (\$100,000.00) on an agreed basis;

In addition, the EMPLOYER shall pay as Allocated Loss Expense the following as set forth in Exhibit D and accordingly BRENTWOOD shall:

8. prepare and maintain a claim file for each such claim, such file to be open at all reasonable times for inspection and copying by the EMPLOYER and its agents, servants, employees and officers upon request;
9. prepare, maintain and file any and all records and reports that may be required by any state regulatory agencies in connection with BRENTWOOD's handling of such claims, as and when instructed by the EMPLOYER;
10. provide medical provider bill review services, if applicable. If there are savings achieved through the utilization of a preferred provider organization, then the EMPLOYER shall pay to BRENTWOOD a fee of Thirty Percent (30%) of said preferred provider organization savings. No fee shall be due for savings resulting from a reduction of the medical provider's fee down from the billed amount to the fee schedule amount. All charges for such bill review services are allocated loss expense, and thus the EMPLOYER shall be billed and make payment for all such expenses in addition to the service fees delineated in Exhibit C. Billing and payment shall occur at least monthly. BRENTWOOD may utilize the services of a subcontractor to perform all or a portion of such bill review, and, in such case, the EMPLOYER understands and agrees that BRENTWOOD will receive a portion of this fee for its administrative expense in connection with the provision of these services;
11. investigate and determine subrogation claim possibilities, as appropriate;
12. set up voucher system to account for such losses and expenses as the EMPLOYER is required to pay by law;
13. timely provide any information requested or required by any appropriate reinsurance and/or excess insurance carrier(s);
14. provide to such certified public accountants, attorneys or actuaries any claim cost information as may be reasonably directed by EMPLOYER.

The claims services provided by BRENTWOOD under this exhibit and this agreement shall be in accordance with any rules and regulations adopted by the EMPLOYER and provided to BRENTWOOD, the rules and regulations of any governmental regulatory authority, and in accordance with any express requirement of any reinsurance and/or excess insurance contracts issued to the EMPLOYER, all as consistent with applicable law.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

EXHIBIT B

Loss Control Services

In accordance with Section II of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

BRENTWOOD shall provide to the EMPLOYER certain loss control services which shall consist of the enumerated items contained hereinbelow. In particular, BRENTWOOD shall:

1. provide qualified loss control consultants to visit the EMPLOYER on an as needed and agreed upon basis to review and advise the EMPLOYER of its current loss control program;
2. assist the management of the EMPLOYER in the development and/or modification of a loss control program, and conduct safety training seminars as agreed;
3. perform on site surveys for hazard identification and work practice evaluation, including accident analysis, to identify trends and problem areas for loss control focus;
4. provide written reports to the EMPLOYER with an appropriate summary of activities, listing hazards and loss problems, along with recommendations for improvements; and,
5. provide to the EMPLOYER information on third party independent contractors which may be utilized, at the EMPLOYER's expense, to secure industrial hygiene and OSHA compliance.

It is recognized and agreed by the EMPLOYER that it is responsible for its own safety program and that BRENTWOOD makes no representation that every unsafe condition or procedure will be discovered. BRENTWOOD makes no representation that any location, workplace, operation, machinery or equipment is safe, healthful or in compliance with any laws, rules, or regulations.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

EXHIBIT C

Fee Schedule

In accordance with Section III of the agreement, this exhibit is attached to and shall become incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

A. New Workers' Compensation Claim Service Fee. The EMPLOYER shall pay to BRENTWOOD a service fee according to the following schedule:

Indemnity (Lost Time) Claims, per claim:	\$625.00
Medical Only Claims, per claim:	\$125.00
Information Only Incidents, per incident:	FREE OF CHARGE

B. New Claim Other Than Workers' Compensation Service Fee. The EMPLOYER shall pay to BRENTWOOD a service fee according to the following schedule:

Fee per claim:	\$550.00
----------------	----------

C. One-Time Data Conversion Fee. The EMPLOYER shall pay to BRENTWOOD a one-time data conversion fee of \$3000.00. This one-time data conversion fee shall be paid by the EMPLOYER to BRENTWOOD on or before January 15, 2010; said one-time data conversion fee is completely earned once the data is converted to BRENTWOOD's information system.

D. On-Line Service Access Fee. The EMPLOYER shall pay to BRENTWOOD an on-line service access fee of \$1000.00 per annum.

E. Run-Off Claim Service Fee. The EMPLOYER shall pay to BRENTWOOD, for open claims (and re-opened claims) that pre-date the effective date of the agreement:

Indemnity (Lost Time) Claims, per claim:	\$200.00
Medical Only Claims, per claim:	FREE OF CHARGE

All claim service fees (for both new claims and run-off claims) are completely earned once the claim is reported to BRENTWOOD.

F. Medicare Section 111 Reporting Fee. FREE OF CHARGE

G. Loss Control Service Fee. The EMPLOYER shall pay to BRENTWOOD a loss control service fee of 95.00 per hour of loss control services provided (including any educational training provided), plus any and all expenses incurred by BRENTWOOD loss control personnel in the provision of such loss control services. Loss control service fees are earned as the services are provided. All loss control service fees, if any, shall be paid (after being billed) with the next quarterly installment payment.

H. Supplemental Consulting Fee. The EMPLOYER shall pay to BRENTWOOD \$95.00 per hour of supplemental consulting services (as defined in Exhibit F) provided. Supplemental consulting fees are earned as the services are provided. All supplemental consulting fees, if any, shall be paid (after being billed) with the next quarterly installment payment.

I. Custom Report Fee. All canned, standard claims and loss control reports are provided FREE OF CHARGE. All non-canned, non-standard reports shall be provided if such reports can be created by BRENTWOOD; in such case, the EMPLOYER shall pay to BRENTWOOD \$55.00 per hour for all time spent creating and generating said reports.

J. Administration Fee. The EMPLOYER shall pay to BRENTWOOD an administration fee of \$2500.00 per annum.

K. Basic Annual Charges. Basic Annual Charges of \$12,875.00 shall be billed by BRENTWOOD and shall be paid by the EMPLOYER in four (4) equal quarterly installments of \$3,217.75 on or before January 15, April 15, July 15, and October 15 of the year in which services are performed.

The Basic Annual Charges consist of the following:

On-Line Service Access Fee	\$1000.00
Administration Fee	\$2500.00
Est'd Cost for Handling Worker's Comp Claims	<u>\$9375.00</u>
Basic Annual Charges	<u>\$12,875.00</u>

The Estimated Annual Cost for Handling Worker's Compensation Claims is figured based on the following estimates provided in BRENTWOOD's Proposed Fee Schedule:

Medical Only	35 claims @ \$125.00 per claim	\$4375.00
Indemnity/Lost time	8 claims @ \$625.00 per claim	\$5000.00
Incident Reports	20 reports @ no charge per claim	<u>N/A</u>

Total Annual Projected Cost – Worker's Compensation \$9375.00

L. Payment, & Audit. As soon as reasonable after each agreement year, an audit shall have been completed by BRENTWOOD indicating the correct amount of monies due and owed from the EMPLOYER under the agreement for the previous agreement year. Upon completion of the audit, BRENTWOOD will provide to the EMPLOYER a statement showing the amount owed by the EMPLOYER, along with a bill for such amount, or a statement showing the amount to be refunded to the EMPLOYER by BRENTWOOD. If the EMPLOYER owes monies to BRENTWOOD after the audit, payment of the amount owed shall be made to BRENTWOOD within thirty (30) days of the billing date. If BRENTWOOD owes monies to the EMPLOYER, BRENTWOOD shall apply such amount as a credit for the EMPLOYER for the next contract year, or,

shall apply such amount as a credit for the EMPLOYER for the next contract year, or, upon the written request of the EMPLOYER, shall refund said monies to the EMPLOYER within thirty (30) days of the audit statement date.

Additional Charge for Late Payment of Fees. Should any payment not be received by BRENTWOOD within the due dates referenced above, the EMPLOYER shall be charged a late fee of one percent (1%) of the amount not paid timely.

Definition of "Claim". For purposes of calculating the number of claims, each injured worker with a reportable injury shall be considered a "claim", even if there are multiple workers injured as a result of the same occurrence.

Miscellaneous. It is understood and agreed that nothing in this agreement shall be construed as prohibiting BRENTWOOD or any of its affiliates from receiving ordinary and reasonable commission(s) from any reinsurer and/or insurer(s) providing reinsurance and/or excess insurance or other insurance coverage(s) as shall be necessary and/or desired by the EMPLOYER; no such commission(s) shall be considered a setoff against the fees due under this agreement. It is further understood and agreed between BRENTWOOD and the EMPLOYER that the above fees contemplate BRENTWOOD providing the services described in this agreement only during the time that this agreement, or a renewal thereof, is in full force and effect. It is further understood and agreed that BRENTWOOD shall receive fees for bill review services in addition to the fees delineated herein as more fully delineated in Exhibit A, such fees being considered an allocated loss expense in accordance with Exhibit D.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

EXHIBIT D

Allocated Loss Expense

In accordance with Section III of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

It is agreed that the allocated loss expense shall be defined as:

1. attorneys' fees;
2. court reporter's fees;
3. court costs, court fees, and court expenses;
4. pre- and post-judgment interest paid as a result of litigation;
5. costs of depositions, including but not limited to transcript fees;
6. costs of obtaining copies of public records;
7. costs of obtaining copies of medical records;
8. fees for service of process;
9. witness fees and witness travel expenses;
10. expert fees and related expenses;
11. costs of independent medical examinations and/or evaluations for testimony at trial or to contest disputed facts;
12. medical cost containment services, including but not limited to utilization management services;
13. extraordinary travel expenses incurred by BRENTWOOD at the request of the EMPLOYER;
14. bill review service costs;
15. costs associated with indexing claims through and/or submitting claims information to the Insurance Service Office or other rate advisory service organizations, a claims compilation or transmission agency, or any state agency or designee of a state agency;
16. costs and expenses of subrogation;
17. costs of operative, investigative and detective services;
18. costs associated with making any regulatory filings with the Centers for Medicare and Medicaid Services, including but not limited to filings in connection with the Medicare Secondary Payor provisions of the Social Security Act;
19. medical case management services; and,
20. any other similar fee, cost or expense that is reasonably chargeable to the investigation, negotiation, settlement, adjustment or defense of a claim and/or loss, or as required for the protection of the subrogation rights or the collection of subrogation on behalf of the EMPLOYER.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

EXHIBIT E

Electronically Accessible Information

In accordance with Section III of the agreement, this exhibit is attached to and shall become incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

WHEREAS, BRENTWOOD will provide the EMPLOYER electronic access to its claims information through the utilization of BRENTWOOD'S proprietary PowerView data access program (the "PowerView software"); and,

WHEREAS, the EMPLOYER understands and agrees that irreparable harm would befall BRENTWOOD were said proprietary PowerView software made accessible to competitors of BRENTWOOD or persons who could sell or give said proprietary PowerView software to a competitor of BRENTWOOD's; and that furthermore there is intrinsic, monetary value in the proprietary PowerView software created by BRENTWOOD; and,

WHEREAS, the EMPLOYER will have electronic access to information gathered during the investigation of present and prior years' workers' compensation claims submitted by the EMPLOYER's employees through the aforementioned program; and,

WHEREAS, the EMPLOYER understands that this electronic access to information will likely include information that is confidential and private to the employee, the EMPLOYER and BRENTWOOD, and which may be confidential or privileged pursuant to law; and,

WHEREAS, the EMPLOYER understands and agrees that the confidentiality of such information should be maintained and preserved to the greatest extent possible in order to protect the privacy and interests of its employees, itself and BRENTWOOD;

NOW THEREFORE, the EMPLOYER agrees, covenants and/or understands that:

1. all electronically stored information made accessible by BRENTWOOD to the EMPLOYER will not under any circumstances be revealed or released to any person or entity not directly in the decision making process of handling the claim to which the information refers; and,
2. it will not directly or indirectly release or cause to be released the electronic information access codes or passwords to persons or entities, other than to those persons identified to BRENTWOOD by the

EMPLOYER as persons who require access to such electronically stored information; and,

3. it will indemnify and hold harmless BRENTWOOD from any and all claims, losses, liability, costs, damages and reasonable attorneys' fees incurred as a result of any allegation, claim, or litigation arising out of a violation of this exhibit to the extent of the EMPLOYER's negligence or intentionally wrongful acts; and,
4. the PowerView software is the property of BRENTWOOD, and the release or review of such information would cause irreparable harm and damages to BRENTWOOD; and,
5. in addition to any legal damages to which BRENTWOOD may be entitled by virtue of a violation of this exhibit, BRENTWOOD shall also be entitled to relief in equity to enjoin a violation or a potential or threatened violation of this exhibit, or to require the EMPLOYER to specifically perform acts to remedy a violation of this exhibit.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

EXHIBIT F

Supplemental Consulting Services

In accordance with Exhibit A of the agreement, this exhibit is attached to and shall be incorporated within the agreement between Brentwood Services Administrators, Inc. [hereinafter BRENTWOOD] and the County of McLean, State of Illinois [hereinafter the EMPLOYER] effective the 1st day of January, 2010.

BRENTWOOD shall provide to the EMPLOYER certain supplemental consulting services when initiated by the EMPLOYER as follows.

In particular, BRENTWOOD shall provide any non-traditional work not otherwise considered a part of Claim Service Fees as set forth in Exhibit C or Allocated Loss Expenses as set forth in Exhibit D.

This may include:

1. any consulting services or other services provided to the EMPLOYER where the EMPLOYER is handling the claim internally;
2. where any non-traditional work on a claim file is necessary due to the extraordinary uniqueness of the claim; or
3. any other non-traditional work or services not otherwise related to a specific claim.

EMPLOYER _____
Initial

BRENTWOOD _____
Initial

AGREEMENT TO PROVIDE SPECIFIED CONSULTING SERVICES

This Consulting Services Agreement ("AGREEMENT") is made and entered into as of 1/1/2010 (the "EFFECTIVE DATE") by and between McLean County ("CLIENT"), a County of the State of Illinois, and RTW, Inc. ("RTW"), a Minnesota corporation with its main office located at 8500 Normandale Lake Boulevard, Suite 1400, Bloomington, Minnesota 55437. CLIENT and RTW may be referred to in this Agreement each individually as the "Party" or collectively as the "Parties."

WHEREAS, CLIENT desires for RTW to provide its ID15⁰⁰ Consulting Services in connection with CLIENT's workers compensation program and RTW desires to provide CLIENT such services

NOW, THEREFORE, in consideration of the foregoing and for other valuable consideration, the receipt and adequacy of which is acknowledged, CLIENT and RTW, intending to be legally bound, mutually agree as follows:

ARTICLE 1. SERVICES PROVIDED BY RTW

1.01 **General.** CLIENT hereby appoints RTW as a Service Provider to perform the duties set forth in the STATEMENT OF WORK attached to this AGREEMENT as APPENDIX A. CLIENT vests in RTW authority to effect and execute such duties upon the terms and conditions set forth in this AGREEMENT.

- A. **Authority:** The authority granted RTW will be limited to the delivery of services defined in the STATEMENT OF WORK.
- B. **Quality of Services:** RTW will use all reasonable efforts to serve CLIENT faithfully and will perform all acts necessary for the proper conduct of the business on behalf of CLIENT. RTW will further maintain a staff of trained and competent personnel, supplies, and equipment for the purpose of performing RTW's duties provided in this AGREEMENT
- C. **Legal Compliance:**
 1. RTW agrees to carry out its activities in connection with this AGREEMENT in a manner to comply in all respects with all applicable federal, state and local laws, rules and regulations, including all licensing requirements
 2. RTW hereby warrants and represents to CLIENT that it is complying and will continue to comply with all laws and regulations applicable to its operations.

ARTICLE 2. RESPONSIBILITIES OF CLIENT

2.01 **Contact Person.** CLIENT will designate a decision maker and/or day-to-day contact person to work with RTW.

2.02 **Information and Documents.** CLIENT will promptly provide to RTW all documents and information which RTW reasonably requests in order to enable RTW to prepare and submit all of the reports outlined in the STATEMENT OF WORK to otherwise carry out any of its obligations under this AGREEMENT.

2.03 **Reimbursement.** In addition to fees for actual work provided, as outlined in the STATEMENT OF WORK, CLIENT will reimburse RTW for any costs it incurs obtaining copies of medical records required by RTW to carry out its obligations under this AGREEMENT.

ARTICLE 3. TERM OF AGREEMENT

3.01 Term. This AGREEMENT will begin on 1/1/2010 and end on 12/31/2010 ("CONTRACT TERM") and will automatically renew each year thereafter unless either party, at least sixty (60) days in advance of the expiration date, provides the other party with a written notice of non-renewal.

ARTICLE 4. PAYMENTS TO RTW

4.01 Fee. CLIENT will pay RTW, Inc. fees for actual work provided as outlined in the STATEMENT OF WORK.

4.02 Change in Service Fee. In the event CLIENT requests that RTW provide services that differ materially from those described in this AGREEMENT, the additional cost of such services and related out-of-pocket expenses will be paid by RTW at RTW's negotiated rates. If RTW's performance under this AGREEMENT is made materially more burdensome or expensive due to any change in federal, state, or local laws, rules and regulations during the term of this AGREEMENT, the parties will endeavor to negotiate an appropriate adjustment to the fee schedule. If the parties cannot agree on an adjusted fee schedule within 30 days after RTW sends written notice to CLIENT of the material change and its desire to negotiate an adjusted fee, RTW may at any time thereafter terminate this AGREEMENT upon 30 days written notice to CLIENT.

ARTICLE 5. TERMINATION

5.01 Early Termination By Either Party. During the term of this AGREEMENT, or any period of extension, either Party may terminate this AGREEMENT for material breach by the other Party of one or more provisions of this AGREEMENT, by giving written notice stating the reason or reasons for termination. Unless the breaching Party fully cures its breach within thirty (30) days from receipt of the written notice, the non-breaching Party may, by written notice, terminate this AGREEMENT at any time thereafter while such breach remains uncured. This AGREEMENT may also be terminated upon the mutual agreement of the parties at any time upon the execution of a termination agreement signed by both parties.

5.02 Termination By Government Action. This AGREEMENT will terminate upon the effective date of any applicable federal, state or local law, rule and regulation which nullifies, renders impermissible, or invalidates any of the services or provisions of this AGREEMENT.

5.03 Procedures on Termination. In the event of termination of this AGREEMENT for any reason, including but not limited to, sale, merger, consolidation, bankruptcy or any other financial forfeiture by CLIENT, RTW will be paid to the last day that services are provided. CLIENT will return to RTW any of RTW's proprietary or confidential information in CLIENT's possession as provided in Article 7.11.

5.04 Effect of Termination. Except as expressly provided in this AGREEMENT, termination of this AGREEMENT will not relieve or release either Party from its obligations to make any payments or provide information which it may owe the other Party under the terms of this AGREEMENT (including, without limitation, payment for any services rendered to CLIENT), or from any other liability which either Party may have to the other Party arising out of this AGREEMENT or the breach of this AGREEMENT.

ARTICLE 6. INDEMNIFICATION AND HOLD HARMLESS

6.01 Hold Harmless. RTW warrants that it will exercise the standard of care of a similarly situated professional in the field in its performance of services pursuant to this AGREEMENT. CLIENT agrees to assert no claim or cause of action against RTW for any losses, expenses, or penalties that may result from RTW's performance of its responsibilities under this AGREEMENT if RTW acted within the standard of care provided herein.

6.02 CLIENT's Duty of Indemnification. CLIENT will defend, hold harmless and indemnify RTW and its officers, directors, agents and employees against any and all claims, liabilities, damages, penalties, judgments or expenses, including reasonable attorneys' fees, asserted against, imposed upon or incurred by RTW that arise out of the acts or omissions, of CLIENT, its employees or agents and relating to any workers' compensation claims involving CLIENT, but only to the extent that CLIENT's intentional misconduct or gross negligence caused, compounded or contributed to the claim.

6.03 RTW's Duty of Indemnification. RTW will defend, hold harmless and indemnify and its officers, directors, agents and employees against any and all claims, liabilities, damages, penalties, judgments or expenses, including reasonable attorneys' fees, asserted against, imposed upon or incurred by CLIENT that arise out of the acts or omissions, of RTW, its employees or agents and relating to any actions performed by RTW under this Agreement, but only to the extent that RTW's intentional misconduct or gross negligence caused, compounded or contributed to the claim.

6.04 Proportional Indemnification. If liabilities, damages, judgments or expenses arise out of acts or omissions, including negligence of both parties, the rights of indemnification or contribution of the respective parties will be determined by the proportional fault of the parties. Under no circumstances will either Party be liable to the other for incidental or consequential damages.

ARTICLE 7. CONFIDENTIALITY

7.01 RTW's Proprietary Program. RTW has developed a proprietary workers' compensation claims management program (the "RTW Program") designed to substantially reduce costs associated with workers' compensation insurance. The RTW Program utilizes, among other features, concepts of: (a) working closely with employers to ensure compliance with the RTW Program, (b) early intervention in injury cases, (c) closely monitoring treatment to minimize work loss in permanent injury claims, (d) a method of identifying potential high risk cases at the time of injury, (e) safe early work return for injured employees, and (f) various reports, forms, information systems and procedures for effectively implementing these concepts. The term "RTW Program" as used herein includes the RTW workers' compensation claims management program as that program currently exists, and all additions, improvements and further development of that program as may occur from time to time during the term of this AGREEMENT.

CLIENT acknowledges that the RTW Program is proprietary, confidential information of RTW that shall remain the exclusive property of RTW. Upon the termination of this AGREEMENT, all rights to the RTW Program shall remain with RTW and may not be utilized in any manner by CLIENT.

7.02 Other Confidential Information. The parties acknowledge and agree that certain other confidential information, in addition to information regarding the RTW Program, may be transmitted or disclosed by the parties to each other in connection with the discharge of their duties and responsibilities under this AGREEMENT. For purposes of this Section, the term "Confidential Information" means general information which is used in the disclosing Party's business and is:

- A. Proprietary to, about, or created by the disclosing Party;
- B. Gives the disclosing Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of the disclosing Party;
- C. Designated as Confidential Information by the disclosing Party, or from all the relevant circumstances should reasonably be assumed by the disclosing Party to be confidential and proprietary to the disclosing Party; or
- D. Not generally known by non-disclosing Party personnel. Without limiting the generality of the foregoing, such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):
 - 1. Work Product. Work product resulting from or related to work or projects performed or to be performed for the disclosing Party or for clients of the disclosing Party;
 - 2. Computer Software. Computer software of any type or form in any stage of actual or anticipated research or development, including but not limited to programs and program modules, routines and subroutines, processes, algorithms, design concepts, design specifications (design notes, annotations, documentation, flowcharts, coding sheets, and the like), source code, object code and load modules, programming, program patches, and system designs;
 - 3. Other Proprietary Data. Information relating to the disclosing Party's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);
 - 4. Business Operations. Internal personnel and financial information, vendor names and other vendor information (including vendor characteristics services, and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting the disclosing Party's business;
 - 5. Marketing and Development Operations. Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the disclosing Party which have been or are being discussed; and
 - 6. Customers. Names of customers of the disclosing Party and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity, and specifications of products and services purchased, leased, licensed, or received by clients of the disclosing Party, provided that nothing in this AGREEMENT shall be deemed to prohibit either Party from publicly disclosing, without the consent of the other, the Licensee as a licensee of the Licensed Products.

7.03 Non-Disclosure. Neither Party will, at any time, directly or indirectly, reveal, report, memorialize, publish, duplicate or otherwise disclose to any third Party in any way whatsoever any confidential information of the opposite Party or copy or use any confidential information of the opposite

Party for any purpose other than the purposes of this AGREEMENT. Further, each of the parties agrees that it shall not, directly or indirectly, either during or subsequent to the term of this AGREEMENT:

- A. Disclose any Confidential Information of the other Party, other than to its own employees who participate directly in the performance of either Party's respective obligations under this AGREEMENT;
- B. Copy or use any Confidential Information of the other Party except for the purpose of fulfilling its respective obligations under this AGREEMENT; or
- C. Publish any Confidential Information of the other Party without the prior written consent of such Party. The degree of care employed by each of the parties to protect and safeguard the Confidential Information of the other Party shall be no less protective than the degree of care used by such Party to protect its own confidential information of like importance.

The parties acknowledge and agree that this AGREEMENT and the subject matter and terms and conditions of this AGREEMENT fall within the scope of Confidential Information.

The obligations set forth in this Section shall not be applicable to any information which:

- A. The receiving Party is authorized by the disclosing Party in writing to disclose, copy or use;
- B. Is generally known or becomes part of the public domain through no fault of the receiving Party;
- C. Is disclosed by the disclosing Party to third parties without restriction on subsequent disclosure;
- D. Is provided to the receiving Party by a third Party without breach of any separate non-disclosure agreement; or
- E. Provided that the disclosing Party has been given prompt notice and an opportunity to appear and to seek a protective order or other appropriate remedy, is required to be disclosed in the context of any administrative or judicial proceeding.

7.04 Duration of Restriction. These restrictions on the use of information concerning the RTW Program and other confidential information described in this Article will survive the termination of this AGREEMENT and remain in full force and effect thereafter as to any particular aspect of the RTW Program or item of confidential information so long as that particular aspect or item remains confidential and is not publicly available.

7.05 Ownership of Confidential Information. Non-disclosing Party agrees that all Confidential Information shall remain the property of the disclosing Party, and that the disclosing Party may use such Confidential Information for any purpose without obligation to the non-disclosing Party.

7.06 Intellectual Property. CLIENT will not, without RTW's written consent, access or use any of RTW's trademark, service mark, trade names, logos, logotypes, insignia, inventions, copyright or patent-protected matter, know-how, trade secret, goodwill associated therewith, or other intellectual property owned or provided by or on behalf of RTW for any purpose, including but not limited to, use in connection with any promotions, advertisements, or exhibitions.

7.07 Irreparable Harm. Both parties understand and acknowledge that any disclosure or misappropriation of any confidential information or information relating to the RTW Program in violation of this AGREEMENT may cause irreparable harm, the amount of which may be difficult to ascertain. Accordingly, each Party shall be entitled to seek to obtain temporary, preliminary and/or permanent

injunctive relief against the threatened breach of this Article or the continuation of any such breach, without the necessity of proving damage or the requirement to secure or post any bond, which is hereby specifically waived. Nothing herein shall be construed as a waiver by either Party of its right to pursue any other available remedies, including the recovery of damages. Both parties shall be entitled to seek to recover all of its costs and expenses incurred in connection with the enforcement of this Article, including reasonable attorneys' fees.

7.08 Survival of Rights and Obligations. This AGREEMENT shall inure to the benefit and be binding upon both parties and their respective successors and assigns.

7.09 No Grant of Rights. The parties recognize and agree that nothing contained in this AGREEMENT shall be construed as granting any property rights, by license or otherwise, to any Confidential Information of the disclosing Party disclosed pursuant to this AGREEMENT, or to any invention or any patent, copyrights, trademarks, or other intellectual property right has issued or that may be issued based on such Confidential Information.

7.10 No Reverse Engineering. The parties agree that the software programs of the disclosing Party contain valuable confidential information and the non-disclosing Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the disclosing Party without the prior written consent of the disclosing Party.

7.11 Return of Documents. The non-disclosing Party shall return to the disclosing Party any and all records, notes, and other written, printed, electronic or other tangible materials in its possession pertaining to the Confidential Information within 30 days upon the written request of the disclosing Party or following termination of this AGREEMENT. The return of materials shall not relieve the non-disclosing Party from compliance with other terms and conditions of this AGREEMENT. Notwithstanding the foregoing, the non-disclosing Party may retain one (1) copy of such portions of the Confidential Information solely to the extent required and limited to the purpose of compliance with the non-disclosing Party's basic recordkeeping or business documentation purposes, or as required by law. When such copy is no longer required, the Confidential Information must be destroyed.

7.12 Illinois Freedom of Information Act. Pursuant to 5 ILCS 140/7(2), a public record that is in the possession of RTW and that directly relates to governmental function and is not otherwise exempt, is considered a public record of the CLIENT and therefore subject to Freedom of Information Act request. RTW understands and agrees that RTW shall maintain any and all such records consistent with the document retention and destruction policies of the CLIENT and shall disclose any and all such records in its possession in accordance with the Illinois Freedom of Information Act.

ARTICLE 8. MISCELLANEOUS

8.01 Non-Solicitation of Employees. CLIENT and RTW agree that during the term of this AGREEMENT including any extensions or renewals hereof, and for two (2) years after the termination of this AGREEMENT, neither Party will recruit, solicit or entice away, any individual who as of the date of this agreement is, or anytime prior to the expiration of the two-year period was, employed by the other Party or has contracted to render services to the other Party. The parties agree that these restrictions are necessary to protect the legitimate business interest of each Party and to prevent unauthorized dissemination of confidential or trade secret information. Each Party agrees that damages alone may be difficult to ascertain or may not adequately compensate the other for a violation of this paragraph and that injunctive relief is essential for the protection of the other Party.

8.02 CLIENT's Relationship to RTW. The relationship between the parties is one of principal and agent. Nothing in this AGREEMENT will be construed or deemed to create any other relationship between the parties, including one of employment or joint venture.

8.03 Governing Law. This AGREEMENT will be governed and interpreted in accordance with the laws of the State of Illinois, without regard to the laws or principles of any jurisdiction with respect to conflict of laws.

8.04 Regulatory Compliance. In the event any federal, state or local legislative or executive body enacts or promulgates legislation or regulation affecting the obligation of the parties under this AGREEMENT, the parties agree to amend this AGREEMENT in order to comply with any such legislation or regulation.

8.05 Waiver of Rights. The failure of any party to insist upon the strict observation or performance of any provision of this AGREEMENT or to exercise any right or remedy will not impair or waive any such right or remedy.

8.06 Severability. The invalidity of any provision of this AGREEMENT or portion of a provision will not affect the validity of any other provision of this AGREEMENT or the remaining portion of the applicable provision that can be given without the invalid provision. To this end, the provisions of this AGREEMENT will be severable.

8.07 Amendment. This AGREEMENT cannot be amended, altered, enlarged, supplemented, abridged, modified nor any provisions waived except by a writing duly signed by all of the parties.

8.08 Assignment. This AGREEMENT shall not be assignable by any party hereto without the prior written consent of the other parties.

8.10 Counterparts. This AGREEMENT may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

8.11 Notice. All notices under this AGREEMENT shall be in writing, and may be delivered by hand or sent by facsimile transmission, or certified mail, return receipt requested. Notices sent by mail shall be deemed received on the date of receipt indicated by the return verification provided by the U.S. Postal Service. Notices sent by facsimile transmission shall be deemed received the day on which sent, and shall be conclusively presumed to have been received in the event that the sender's copy of the facsimile transmission contains the "answer back" of the other party's facsimile transmission. Notices shall be given or sent to the parties at the following addresses:

IF TO RTW:

RTW, Inc.
8500 Normandale Lake Boulevard
Suite 1400
Minneapolis, MN 55437

IF TO McLean County:

McLean County
Risk Management Office
Attn. Ms. Jennifer Ho
115 East Washington Street
Bloomington, IL 61702-2400

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the date indicated below.

RTW, INC.

Dated: _____

By: _____

Print Name:

Its:

McLean County

Dated: _____

By: _____

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

APPENDIX A
STATEMENT OF WORK

Services Provided

During the term of this AGREEMENT, RTW will provide the following services as requested by CLIENT:

1. CLIENT will submit to RTW all workers' compensation claims received during the term of this AGREEMENT.
2. RTW will perform its initial triage process on all claims as described below and set forth in Appendix B: RTW Process Flow. RTW will perform a high level triage on all claims submitted by CLIENT and will assess each claim as either "low risk" or potential "high risk". These classifications are based on the nature and severity of the injury, as well as any underlying issues that are identified during the interview process. RTW may call the CLIENT to get further information prior to classifying a claim.
 - a. Claims are classed as "low risk" if they receive a classification of 0, 1, or 2 in the initial triage stage.
 - b. Claims are classed as potential "high risk" if they receive a classification of 3 or 4 in the initial triage stage.
3. If a claim is identified by triage as a "low risk" (class 0, 1, or 2), no further investigation is performed by RTW.
4. RTW will conduct investigations on all potential "high risk" (class 3 or class 4) claims (claims that cannot be classed as "low risk") received from CLIENT by using its proprietary ID15[®] process and technology. Within 48 hours RTW will contact and interview the employer, employee and the medical provider. A registered nurse will complete the interviews. This step further identifies factors that may prolong injury including past history of injury, family issues, drug or alcohol issues, financial concerns, issues with the employer, and underlying psychological issues. The answers from the interviews are entered into the proprietary ID15[®] process and technology which produces a disability index number.
5. For claims identified as "high risk" (disability indicators of 3 or 4) by the proprietary ID15[®] process and technology, RTW will provide a report to CLIENT and CLIENT'S designated third-party administrator and proceed as set forth below. For claims identified as "low risk" by the proprietary ID15[®] process and technology, RTW will provide a report to CLIENT and CLIENT'S designated third party administrator.
6. There will be no further involvement by RTW on a "low risk" (disability indicators of 0, 1, or 2) file unless otherwise notified by CLIENT as set forth below.
7. "High risk" claims (those with disability indicators of 3 and 4) will be assigned to the RTW nurse for immediate and ongoing case management. The nurse will remain on the file until the employee is working without restrictions, MMI is achieved, or CLIENT requests case closure. The RTW nurse will coordinate activities with CLIENT'S designated third-party administrator.
8. Any other nurse case management activities and referrals will be mutually agreed to by RTW and CLIENT. RTW agrees and understands that notwithstanding the classification of a claim by the initial triage process or as produced by the proprietary ID15[®] process and technology, CLIENT reserves the right and retains the authority to direct RTW to provide ongoing case management or cease providing ongoing case management.

Payments to RTW

CLIENT will pay to RTW the following charges on a monthly basis for services provided:

ID15[®] Consulting

Initial triage	\$0 per claim
ID15 [®] Screen – Low Risk	\$0 per claim
ID15 [®] Screen – High Risk w/report	\$200 per claim
Ongoing Nurse Case Management	\$95 per hour
RTW Medical Director	\$275 per hour

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Payments to RTW

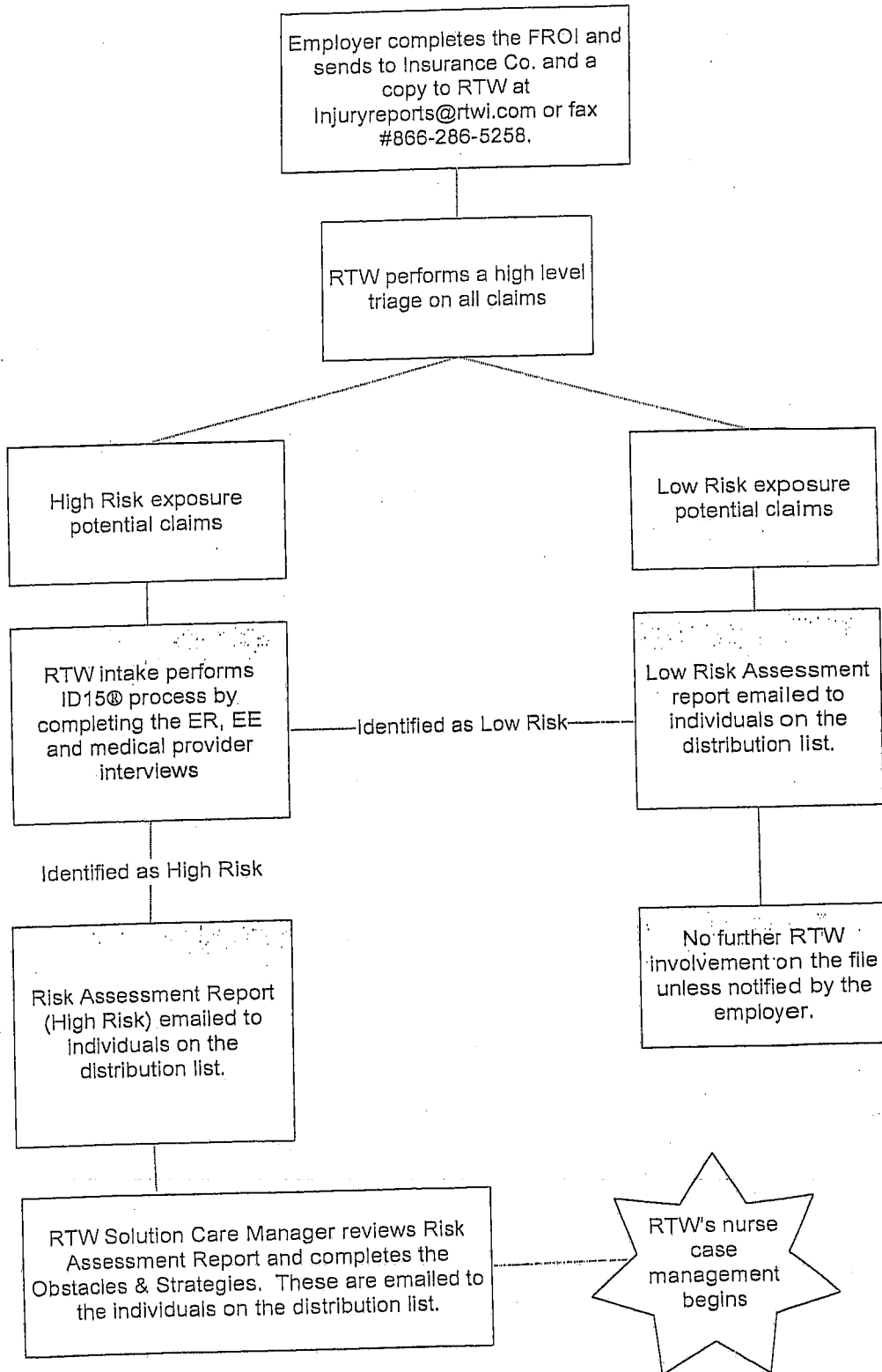
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Ongoing Nurse Case Management	\$95 per hour
RTW Medical Director	\$275 per hour

APPENDIX B

RTW Process Flow



CONTRACT FOR COUNSELING SERVICES
WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 15th day of December, 2009, 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, 2010, through December 31, 2010, 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 \$28,902 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 \$ 91.63 hr.
 - b. Scheduled In-house individual counseling \$ 50.88 hr.
 - c. Scheduled group counseling \$ 78.04 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;
 - 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 or 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 or 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.

LORI MCCORMICK
MCLEAN COUNTY JUVENILE DETENTION CENTER

CATHY VOGEL

MCLEAN COUNTY BOARD

By _____
MATT SORENSEN, CHAIRMAN

ATTEST:

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

CONTRACT
McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 15th day of December, 2009 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., the designated responsible physician, and Blair Valentine, M.D., both physicians 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. Conduct clinical performance enhancement reviews for the primary care clinician on an annual basis.
3. Prepare Nursing Assessment protocols and standing orders for nurses on duty and review records and procedures as needed.
4. Provide written authorization for all medical care to juvenile detainees.
5. Establish written guidelines and directions for transportation of juvenile detainees under Court Services' supervision for emergency care.
6. Assure that the content and scope of written juvenile detainee medical records meet applicable standards and statutes, and perform regular chart reviews.

7. Establish written procedures for dispensing and administering prescribed medication to juveniles detained at the Juvenile Detention Center.
8. 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.
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 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 \$13,809.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2010 and terminate on December 31, 2012 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 PHYSICIANS' 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 15th day of December, 2009.

HOSPITAL

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

By: _____
Kenneth J. Natzke, Administrator
OSF St. Joseph Medical Center

ATTEST:

By: _____
Secretary

COUNTY:

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Matt Sorensen, Chairman
McLean County Board

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

Contract-OSF Physician 10-12.doc (cjw)

**CATHOLIC CHARITIES
AGREEMENT**

This Agreement entered into this 15 day of December between the County of McLean, a body Corporate and Politic and Catholic Charities of the Diocese of Peoria-2900 W. Heading Ave, West Peoria, IL 61604-4868, pursuant to the following terms and conditions.

Target populations and eligibility criteria: McLean County Drug Court Participants that are in need of support with reintegration into their family system. All referrals will be submitted by the Drug Court Coordinator.

Catholic Charities agrees :

1.
 - a. Provide family advocacy services based on a Family Systems Approach, which promotes client and family growth by maintaining, strengthening and safeguarding the functioning of families to a maximum of five clients and their families at any one time for a maximum of three hours per client/family group per week.
 - b. Develop an Individual Plan of Care for each client and family referred based upon the use of the Family Assessment and Support Tool, with the nature and intensity of services tailored to the unique needs of each client and family.
 - c. Collaborate with, probation, identified client/family and other key individuals in the family's life using wraparound planning principles.
 - d. Link and refer clients and their families to services available in the community
 - e. Teach clients how to access resources and become self-sufficient
 - f. Teach clients and families employment skills and assist them in locating employment
2. Catholic Charities shall save and hold the County of McLean (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 of work or work to be performed under this Agreement, ~~whether or not arising~~ out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

Catholic Charities shall further hold harmless the County of McLean (including its officials, agents and employees) from liability or claims for any injuries to or death of Catholic Charities ~~or and Sub-contractor's employees, resulting from any cause whatsoever, whether~~

or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, including protection against any claim of the Catholic Charities or any Sub-contractor for any payments under any worker's compensation insurance carried on behalf of said Catholic Charities or Subcontractor and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred with respect to such liability or claims by it or on its behalf or on behalf of its agents and employees, whether or not by or through insurance provided by the County of McLean.

In the event that the County of McLean's machinery or equipment is used by the Catholic Charities or any Subcontractor in the performance of the work called for by this Contract, such machinery or equipment shall be considered as being under the sole custody and control of the Catholic Charities during the period of such use by the Catholic Charities or any Subcontractor, and if any person or persons in the employment of the County of McLean should be used to operate said machinery or equipment during the period of such use, such person or persons shall be deemed during such period of operation to be an employee or employees of the Catholic Charities.

3. Catholic Charities 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.
4. Catholic Charities shall, during the entire term hereof, procure and maintain general liability insurance, automobile liability insurance, workers' compensation insurance and errors and omissions coverage in a form and with such limits that are acceptable to the County of McLean. Catholic Charities shall provide to the County of McLean upon request, a Certificate of Insurance.
5. Catholic Charities 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.
6. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

County of McLean agrees:

1. To collaborate with Catholic Charities in the development of the Individual Plan of Care for clients and their families.
 - a. To identify a contact person for conflict resolution/problem solving and keep that name current with Catholic Charities.
 - b. To remit payment within 60 days of receipt of billing.
 - c. To make payment by check issued to Catholic Charities of the Diocese of Peoria.
 - d. To follow procedures for authorization for services/acceptance of referrals as follows:
 - i. Referrals will be made by the McLean County Drug Court Coordinator

ii. Referrals will include any clinical or background information available to assist in assessment and treatment

e. To pay Catholic Charities :

\$35.00 per hour which payment shall include any travel time

Both parties agree:

1. This Agreement shall be in full force and effect for one year after the above referenced date and shall be automatically renewed for an additional one year subject to paragraph 2 below unless County provides a notice of intent not to renew sixty (60) days prior to the expiration of the then current term.
2. This Agreement subject to the receipt of McLean County Drug Court funds being received from the U.S. Department of Justice.
3. 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.
4. 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.
5. 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 Contract invalid or unenforceable.
6. This Agreement may not be assigned or Subcontracted by Catholic Charities to any other person or entity without the written consent of the County of McLean.
7. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
8. This Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Agreement signed by the parties hereto. The County of McLean shall not be liable to Catholic Charities for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by the County of McLean in a writing approved by and signed by a person with lawful authority granted by the County of McLean to execute such writing.
9. That the foregoing and the attached document (s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted above.

Adopted by the County Board of McLean County, Illinois, this 15th day of December, 2009.

APPROVED:

Matt Sorensen

Matt Sorensen, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton

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

APPROVED:

Da. B...
Name

Youth Service Coordinator
Title

12/22/09
Date

CONTRACT
McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 16th day of December, 2008 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., the designated responsible physician, and Blair Valentine, M.D., physicians licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIANS.

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 PHYSICIANS who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIANS 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.
13. Conduct clinical performance enhancement reviews for each primary care clinician on an annual basis.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIANS and any employee of OSFHS directed by the MCDF PHYSICIANS 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 PHYSICIANS' 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 PHYSICIANS.
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, 2009 through December 31, 2009), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$54,184.00 per year payable on a monthly basis.
10. During the second year of this Agreement (January 1, 2010 through December 31, 2009), provide compensation to HOSPITAL for services of the MCDF PHYSICIANS AT \$54,184.00 year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2009 and terminate on December 31, 2010 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 PHYSICIANS 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 PHYSICIANS' 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 PHYSICIANS, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIANS.

5. Nothing in this Agreement shall prevent the MCDF PHYSICIANS 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 PHYSICIANS 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 PHYSICIANS to carry out the terms of the Agreement.
11. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIANS 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 PHYSICIANS during the period of such use by the MCDF PHYSICIANS or subcontractor.
12. 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.
13. 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 15th of December, 2009.

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

ATTEST:

By: _____
Secretary

By: _____
Kenneth J. Natzke, Administrator
OSF St. Joseph Medical Center

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Matt Sorensen, Chairman
McLean County Board

APPROVED:

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

Mike Emery
McLean County Sheriff

CONTRACT FOR MENTAL HEALTH SERVICES FOR INMATES OF THE MCLEAN COUNTY DETENTION FACILITY

This contract is made this _____ day of _____, by and between McLEAN COUNTY (hereinafter called the COUNTY), the McLean County Sheriff, , and Real Change Clinical Services, (hereinafter called the CONTRACTOR).

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

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

WHEREAS, the COUNTY has budgeted certain funds allocated 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, 2010 through December 31, 2010, to provide clinical consultation, and other mental health services for McLean County Detention Facility inmates as described in Attachment A attached hereto and incorporated herein by reference.
2. The COUNTY agrees to pay for such services, through the Tort Judgment Fund, at hourly rates specified in Attachment A to this contract. 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 CONTRACTOR agrees to make available on a timely basis to the COUNTY or its representatives pertinent financial records covering the contract period and showing how and where COUNTY'S funds were spent.
4. Payments for services rendered in the contract will be paid upon submission of bills by the CONTRACTOR on a monthly basis showing hours of service and rates therefore. CONTRACTOR shall maintain detailed records to support said billings.
5. This contract may be terminated for any of the following reasons:
 - a. At the request of the CONTRACTOR upon thirty days written notice; and,
 - b. At the request of the COUNTY upon thirty days written notice; and,
 - c. Failure of the CONTRACTOR to carry out the program services specified in this CONTRACT; and,
 - e. Failure of the COUNTY to appropriate sufficient funds. COUNTY shall pay CONTRACTOR for any services rendered prior to the termination of the contract at the rates specified in Attachment A.

6. This contract may be extended under the same terms and conditions for an additional twelve month period by the COUNTY upon written notice to the CONTRACTOR no less than thirty days prior to expiration.
7. CONTRACTOR 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 COUNTY in-so-far as the manner and means of performing the services and obligations of this contract.
8. CONTRACTOR shall save and hold the COUNTY (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 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 COUNTY, and/or its agents and employees, or paid for on behalf of COUNTY and/or its agents and employees, by insurance provided by COUNTY.
9. The CONTRACTOR 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.
10. The CONTRACTOR shall, during the entire term hereof, procure and maintain general liability insurance and professional malpractice insurance in a form acceptable to the COUNTY:
11. The CONTRACTOR 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 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, and 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-discrimination law or regulation shall be deemed just cause for termination of this contract or other legal sanctions by the COUNTY.
13. 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.

McLEAN COUNTY BOARD:

By: _____
Matt Sorensen, Chairman Date

ATTEST:

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

**ATTACHMENT A
MENTAL HEALTH SERVICES
FOR MCLEAN COUNTY ADULT CORRECTIONAL FACILITY**

Scope of Work:

Counseling and consultation:

- Two Illinois licensed clinicians will provide up to 18 hours/week total of counseling and assessment services for current inmates at the McLean County Detention Facility (MCDF).
- Consultation services will be available to Medical, Inmate Services and correctional staff on an as-needed basis. Suicide assessment and mental health training(s) may result in exceeding the weekly 18 hour total.
- The total number of counseling and consultation hours will not exceed 18 hours in any given week, unless approved by the MCDF superintendent or designee.
- Services will be provided 52 weeks/year. Services typically will be available on the following days: Monday, Tuesday, Wednesday, Friday and Saturday. Dates and times will be established with MCDF staff and may be changed upon consultation with MCDF staff.

Emergency response services:

- Emergency response services in the MCDF, in the form of Critical Incident Stress Management (CISM), will be provided if requested by the MCDF superintendent or designee. Emergency Services shall be counted toward the 18 hour weekly service maximum.

Psychiatric Services:

- A licensed psychiatrist will provide up to two hours per week of psychiatric assessment, medication monitoring and consultation with MCDF medical staff.
- Services will be scheduled based on the psychiatrist's availability and MCDF requirements.

Providers:

Counseling/Assessment services provided by Master's level, Illinois licensed clinicians with experience in crisis intervention and correctional counseling:

- Mark Benson, Licensed Clinical Professional Counselor
- Chris Cashen, Licensed Clinical Professional Counselor

Psychiatric services provided by a licensed psychiatrist:

- Raju Paturi, MD

Proof of licensure, certification of insurance and copies of resumes will be provided upon execution of this Agreement.

Schedule & Fees:

Services will be provided at the MCDF. Hours will be submitted to MCDF Health Services on a monthly basis.

MCDF agrees to pay the following fees for a maximum of 18 hours per week:

- \$60/hour for counseling and consultation services for a maximum of 18 hours/week provided between the hours of 8 o'clock a.m. and 8:00 o'clock p.m, "regular business hours".
- \$90/hour (one provider) or \$150/hour (two providers) for emergency response services) provided between the hours of 6:00 o'clock p.m and 8:00 o'clock a.m., "after hours"
- \$190/hour for psychiatric services for a maximum of 2 hours/week.

Providers agree to meet the demand as communicated by Medical and Inmate Services. Providers agree to provide additional hours of service at the rates stated in this Agreement if requested by MCDF. This contract rate would be valid for fiscal years 2010 and 2011.

Additional Provisions:

1. MCDF staff will give providers any information about inmates necessary to deliver contracted mental health services.
2. Providers will adhere to the Illinois Mental Health Code Confidentiality Act in provision of services.
3. All mental health documents relating to inmates at MCDF will be housed at and become the property of the MCDF.
4. MCDF will provide office space telephone service, internet access, fax, copier, and parking so that above named services can effectively deliver services in a timely manner.

AGREEMENT

MCLEAN COUNTY ADULT DETENTION FACILITY PHARMACEUTICAL SERVICES

THIS AGREEMENT, made this 15th of December, 2009, by and between the MCLEAN COUNTY BOARD, hereinafter known as the BOARD, and Merle Pharmacy No.1, Inc., 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 the following Average Wholesale Price (AWP):

a) Brand Name Medications	AWP minus 12%
b) Generic Medications	AWP minus 42%
c) OTC Medications	AWP minus 27%
9. Reimburse PROVIDER for services delivered between the execution date of this Agreement and termination date of this contract. Said payment for services rendered shall be made

within thirty (30) days following receipt of an invoice from the PROVIDER by the BOARD. It is further understood that funding for this Agreement is provided through the Tort Judgment Fund and that invoices are subject to approval by the BOARD.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1st, 2010 and terminate on December 31st, 2010, 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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the date(s) written below:

William M. Martin, RPh
Merle Pharmacy No. 1, Inc.

Mike Emery
McLean County Sheriff

APPROVED:

ATTEST:

Matt Sorensen, Chairman
McLean County Board

Peggy Ann Milton, County Clerk
McLean County, Illinois

McLEAN COUNTY CIRCUIT COURT
GUARDIAN AD LITEM CONTRACT
FY 2010 - FY 2012

This Contract, entered into this 1st day of January 2010, between the County of McLean, a Body Politic and Corporate, hereinafter known as "the County," the Circuit Court of McLean County by the Chief Judge of the Eleventh Circuit and J. Brian Goldrick, Attorney-at-Law, hereinafter known as "Contract Guardian Ad Litem:"

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 representation of minors who are the subject of abuse, neglect, and dependency proceedings in the McLean County Juvenile Court; and

WHEREAS, the Contract Guardian Ad Litem has the capacity to provide such services:

A. NOW, THEREFORE:

1. J. Brian Goldrick, is hereby appointed a Contract Guardian Ad Litem for McLean County by the Chief Judge of the Eleventh Circuit.
2. The purpose of this professional services contract is to provide assistance to the Circuit Court in the handling of juvenile cases. The County shall pay to the Contract Guardian Ad Litem, and the Contract Guardian Ad Litem agrees to accept as full payment for the professional services furnished under this agreement, the sum of \$6166.67 per month (\$74,000 annual).

B. The Contract Guardian Ad Litem agrees to:

1. Fulfill the role of Guardian Ad Litem for all minors in all neglect, abuse, and dependency cases filed beginning January 1, 2010, and in pending cases to which he/she may be assigned by the Court. Said duties shall include attendance at all court hearings, the preparation and litigation of those cases, and other duties of a Guardian Ad Litem required by law. The Contract Guardian Ad Litem shall be available during normal court hours on Tuesday through Friday.
2. The Contract Guardian Ad Litem shall be at all times for the duration of this Contract an attorney licensed to practice law in the State of Illinois.
3. The Contract Guardian Ad Litem, 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 Contract Guardian Ad Litem and any paralegal,

legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Contract Guardian Ad Litem, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees, and assignees against any and all claims arising out of or relating to the Contract Guardian Ad Litem's activities pursuant to this contract.

C. It is further agreed by the parties:

1. The parties enter into this Contract on the date first stated above and further, the agreement shall commence on January 1, 2010, and terminate on December 31, 2012, or at the request of either party with 60 days notice to the other party.
2. The Contract Guardian Ad Litem is and shall be an independent contractor for all purposes, and solely responsible for the results to be obtained and subject to Illinois Supreme Court Rules, Circuit Court Rules, the Illinois Juvenile Court Act, and other applicable law. The Circuit Court, by the Chief Judge, reserves the right to review the Contract Guardian Ad Litem's work and service during the performance of this Contract to ensure that this Contract is performed according to its terms.
3. The Contract Guardian Ad Litem compensation will remain the same during the remainder of FY 2010 and FY 2011, and increase to \$6500 per month (\$78,000 annual) in FY 2012. The contract amount may be renegotiated for FY 2013 and beyond.
4. Nothing in this agreement shall prevent the Contract Guardian Ad Litem from engaging in the practice of law apart from the services provided by this Contract.
5. The Contract Guardian Ad Litem shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the foregoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. This Contract shall be governed by and interpreted in accordance with the law of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this Contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This Contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

10. This Contract may not be assigned by any party without the prior written consent of the other party.

11. This Contract may be terminated for any of the following reasons:

- (a) At the request of the Contract Guardian Ad Litem upon giving to the Chief Judge sixty (60) days written notice, prior to the effective date of cancellation.
- (b) At the request of the Circuit Court of McLean County by the Chief Judge upon giving to the Guardian Ad Litem sixty (60) days written notice prior to the effective date of cancellation.
- (c) For good cause as determined by the Chief Judge at any time.

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

13. Should the Guardian Ad Litem or the Chief Judge desire not to renew this Contract beyond the termination date, sixty (60) days written notice prior to the termination date shall be given by the party wishing to terminate this Contract.

14. This agreement shall be binding upon parties hereto and upon the successors and interests assignees, representatives, and heirs of such party.

15. The parties agree that the foregoing and the attached documents (if any) constitute all of the agreement between the parties; and

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

McLean County

Circuit Court of McLean County

By _____

By _____

Contract Guardian Ad Litem

CONTRACT

This Contract, entered into this 15th day of December, 2009, 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 \$3,317.21 per month.

The Special Public Defender agrees to the following conditions:

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

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or

secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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 insofar 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. Terry Lindberg
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. John L. Wright, Jr.
709 East Douglas
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.

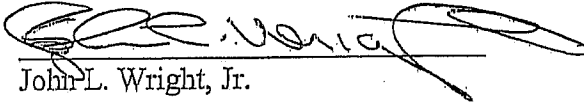
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

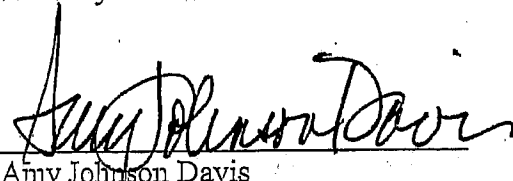
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



John L. Wright, Jr.
Attorney at Law




Amy Johnson Davis
McLean County Public Defender



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 15th day of December, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Harvey C. Welch, 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. Harvey C. Welch 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 \$3,317.21 per month.

The Special Public Defender agrees to the following conditions:

1. Harvey C. Welch shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.
2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or

secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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 insofar 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. Terry Lindberg
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Harvey C. Welch
401 W. Elm Street
Urbana, IL 61801

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.

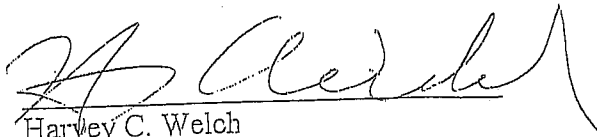
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

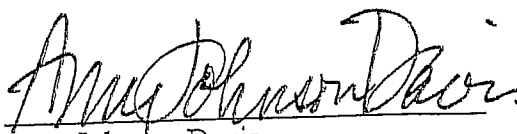
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



Harvey C. Welch
Attorney at Law



Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

CONTRACT

This Contract, entered into this 15th day of December, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David N. Rumley, 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. David N. Rumley 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 \$3,317.21 per month.

The Special Public Defender agrees to the following conditions:

1. David N. Rumley shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.
2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or

secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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 insofar 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. Terry Lindberg
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. David N. Rumley
401 W. Elm
Urbana, IL 61801

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.

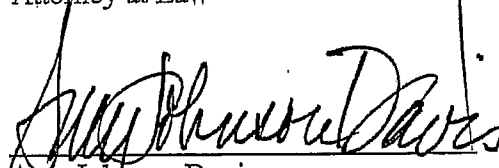
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



David N. Rumley
Attorney at Law

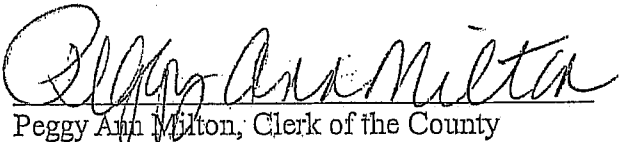


Amy Johnson Davis
McLean County Public Defender



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 15th day of December, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,875.00 per month.

The Special Public Defender agrees to the following conditions:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 150 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. Once the 150 hours have been worked, the Special Public Defender shall receive the \$1,875.00 for each month of the calendar year.
2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or

relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.
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 insofar 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 foregoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.
5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
 - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 150 hours has been expended, then the contract shall cease except for all payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.

- (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

Mr. Alan J. Novick
306 East Grove Street
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

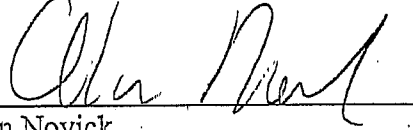
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

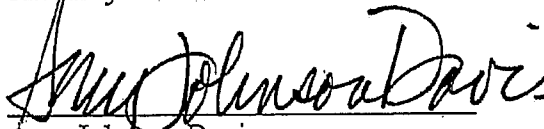
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



Alan Novick
Attorney at Law

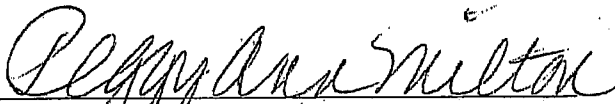


Amy Johnson Davis
McLean County Public Defender



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 15th day of December, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Keith Davis, 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. Keith Davis is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

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

The Special Public Defender agrees to the following conditions:

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

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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 insofar 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. Terry Lindberg
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

Mr. Keith Davis
103 N. Main Street
Bloomington, IL 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.


12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

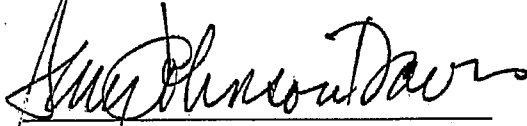
14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



Keith Davis
Attorney at Law

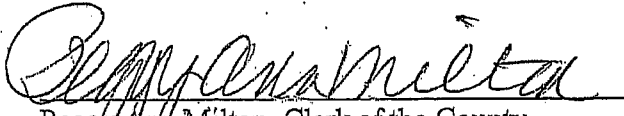


Amy Johnson Davis
McLean County Public Defender



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

CONTRACT

This Contract, entered into this 15th day of December, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John J. Bussan, 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 J. Bussan 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 \$3,317.21 per month.

The Special Public Defender agrees to the following conditions:

1. John J. Bussan 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 eleven (11) Class 3 and Class 4 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 eleven 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 132 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2010 and terminate on December 31, 2010.

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 insofar 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. Terry Lindberg
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

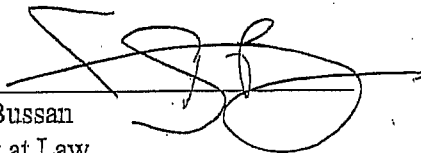
For the Attorney:

John J. Bussan
103 W. Jefferson Street
Bloomington, IL 61701

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

IN WITNESS THEREOF, the parties have affixed their respective signature on the 15th day of December, 2009.

APPROVED:



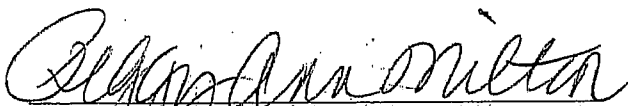
John J. Bussan
Attorney at Law

Amy Johnson Davis
McLean County Public Defender



Matt Sorensen, Chairman
McLean County Board

ATTEST:



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

RESOLUTION OF CONGRATULATIONS

WHEREAS, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Lexington High School varsity boys' football team during the 2009 football season; and,

WHEREAS, the Lexington High School varsity boys' football team finished the 2009 season with an overall record of 13 wins and 1 loss; and,

WHEREAS, the Lexington High School varsity boys' football team finished as State Runner-up in Illinois Class 1A High School Football Championship, and were also the undefeated Heart of Illinois (HOI) Conference Football Champions; and,

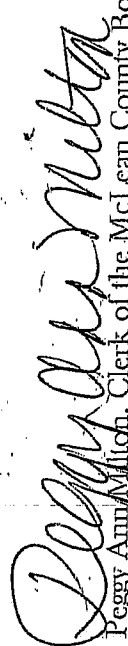
WHEREAS, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Mike Castleman, Assistant Coaches Mark Frederick, Tyler Etter, Rick Castleman, Rick Barks, Brian Tarter; and Team Members John Schuler, Jesse Kemp, T.J. Sunde, Mike Emberton, Donavan Laible, Chris Beard, Josh Jackson, Jonny Meints, Paul Harrison, Connor Kelley, Jordan Algar, Jach Miller, Nick Barks, Anthony Feit, Dyllan Miller, Chris Collins, Alec Wasson, Jake Nichols, Kyle Taylor, Steve Kolat, Weston Gresham, Brenden Berry, Cory Wilson, Kevin Bradford, Ryan Carmack, David Sloceter, Ryne Bessler, Ian Thomas, and Tyler Vollmer; now, therefore,


BE IT RESOLVED by the members of the McLean County Board that the student athletes and coaching staff of the Lexington High School varsity boys' football team are to be congratulated on finishing as the State Class 1A Football Championship Runner-up, on winning the Heart of Illinois (HOI) Conference Football Championship, and on an outstanding season.

APPROVED by the McLean County Board this 15th day of December, 2009.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Members Segobiano/Caisley moved the County Board approve the Consent Agenda as amended. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Chairman Sorensen stated: I'd like to invite Member Cavallini to the podium.

Member Cavallini stated: At this time I would like to invite the Lexington Minutemen Football team up the front please. As they are working their way up here I would like to say this has been an exciting time for the residents of Lexington thanks to these fine young men who have provided a level of excitement that the town maybe hasn't seen for quite some time.

I want everyone to see the Lexington team that provided a lot of entertainment for the Lexington fans and the residents of their town and this year I want to take this opportunity, I know my colleague Stan Hoselton, also from Lexington, I am sure felt the excitement and thrill of having our team go all the way to State. It is quite an accomplishment. When my wife and I went to some football games this year we picked up the little brochure that we received and it has a little Lexington logo on it and then it says Football Playoffs 2009. What really caught my attention here was the little slogan "Everywhere else it is just football but this is Lexington Minutemen football". I can tell you having taught at this school for quite some time and living in Lexington for quite some time unless you are in the Town you don't fully comprehend that. I was making a comment to Coach Castleman; I don't see many players with their unique hairdos. That is also part of the Lexington spirit, these unique hairdos. I want to thank you guys for providing the Town and the whole of McLean County this year a high level of play and you guys speak well for the whole area. With that thought in mind, I'd like to read this resolution of congratulations.

Whereas, the McLean County Board wishes to recognize the outstanding performance by the student athletes and the coaches of the Lexington High School varsity boys' football team during the 2009 football season; and, whereas, the Lexington High School varsity boys' football team finished the 2009 season with an overall record of 13 wins and 1 loss; and, whereas, the Lexington High School varsity boys' football team finished as State Runner-up in Illinois Class 1A High School Football Championship, and were also the undefeated Heart of Illinois (HOI) Conference Football Champions; and, whereas, it is appropriate and fitting for the McLean County Board to recognize and congratulate Head Football Coach Mike Castleman, Assistant Coaches Mark Frederick, Tyler Etter, Rick Castleman, Rick Barkes, Brian Tarter; and Team Members John Schuler, Jesse Kemp, T.J. Stinde, Mike Emberton, Donavan Laible, Chris Beard, Josh Jackson, Jonny Meints, Paul Harrison, Connor Kelley, Jordan Algar, Jach Miller, Nick Barkes, Anthony Feit, Dyllan Miller, Chris Collins, Alec Wasson, Jake Nichols, Kyle Taylor, Steve Kolat, Weston Gresham, Brenden Berry, Cory Wilson, Kevin Bradford, Ryan Carmack, David Sleeter, Ryne Bessler, Ian Thomas, and Tyler Vollmer; now, therefore, be it resolved by the members of the McLean County Board that the student athletes and coaching staff of the Lexington High School varsity boys' football team are to be congratulated on finishing as the State Class 1A Football Championship Runner-up, on winning the Heart of Illinois (HOI) Conference Football Championship, and on an outstanding season. Approved by the McLean County Board this 15th day of December, 2009.

Mr. Castleman stated: I want to thank the Board for having us here today. As a social studies teacher it is actually quite enjoyable sitting and watching government work. I actually might give a

little quiz when we get back on some of the workings of government. This year is a memorable season for obvious reasons, but it goes beyond just the wins. The gentlemen learned some valuable lessons that they will be able to take with them as they go into adulthood. Probably the most important of which how hard work pays off and anything worth having is worth working hard for. These gentlemen have sacrificed a lot of time and effort to accomplish the goals that they had this year and that is definitely a life skill that they can take into the job world as they graduate high school and go onto college and beyond. Winning football games in some peoples' minds is somewhat trivial, for us it is very important because of the skills that we learn along the way like team work and the hard work and dedication. Looking around the room I see a lot of people who have supported us throughout the year, a lot of familiar faces that I know personally and we do want to thank you for this resolution today and for recognizing us and for your continued support throughout the year and we thank you very much.

Chairman Sorensen stated: I'll mention that I saw Lexington play once this year, they pummeled the team they were playing, Tri-Valley at the time, which probably wasn't a surprise this year for these guys. What I will mention is Mr. Wasson was at the game, our own Bill Wasson, and it was a fairly chilly night and we were both in line for coffee and hot chocolate and he was wearing shorts because apparently early in the season he had worn shorts and the fans and what not decided that Bill in shorts was good luck. So I have a hunch he had a really cold season this year. He could have also been sporting a Mohawk.

Member Owens, Vice Chairman, 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 2010

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 2010 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 11-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2010 shall be as follows:

New Year's Day	Friday	January 1, 2010
Martin Luther King Day	Monday	January 18, 2010
President's Day	Monday	February 15, 2010
Memorial Day	Monday	May 31, 2010
Independence Day	Monday	July 5, 2010
Labor Day	Monday	September 6, 2010
Columbus Day	Monday	October 11, 2010
Veteran's Day	Thursday	November 11, 2010
Thanksgiving Day	Thursday	November 25, 2010
Day after Thanksgiving	Friday	November 26, 2010
Christmas Day	Friday	December 24, 2010

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.

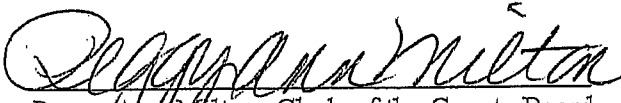
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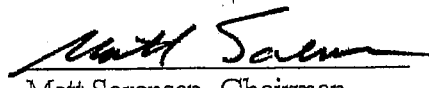
5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2009 is hereby repealed effective December 31, 2009.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of December, 2009.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

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Member Owens/Wollrab moved the County Board approve a Request Approval of an Ordinance Establishing a Holiday Schedule for County Employees for the Year 2010. 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 COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2010.

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 *5 Illinois Compiled Statutes (2006) 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 2010:

Tuesday	January 19, 2010	9:00 a.m.
Tuesday	February 16, 2010	9:00 a.m.
Tuesday	March 16, 2010	9:00 a.m.
Tuesday	April 20, 2010	9:00 a.m.
Tuesday	May 18, 2010	9:00 a.m.
Tuesday	June 15, 2010	9:00 a.m.
Tuesday	July 20, 2010	9:00 a.m.
Tuesday	August 17, 2010	9:00 a.m.
Tuesday	September 21, 2010	9:00 a.m.
Tuesday	October 19, 2010	9:00 a.m.
Tuesday	November 16, 2010	9:00 a.m.
Tuesday	December 21, 2010	9:00 a.m.

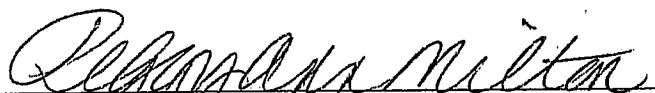
(2) That a copy of this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West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

(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.

ADOPTED by the County Board of McLean County, Illinois, this 15th day of December, 2009.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

Member Owens/Cavallini moved the County Board approve a Request Approval of an Ordinance Establishing County Board Meeting Dates for Calendar Year 2010. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated: Our General Report and other minutes of the Bloomington Normal Airport Authority regular meeting can be found in our packet on pages 149-164.

Member Gordon, Chairman, presented the following:

**RESOLUTION of the McLEAN COUNTY BOARD
APPROVING THE RECOMMENDATIONS
OF THE SOLID WASTE TECHNICAL AND POLICY COMMITTEE**

WHEREAS, the Solid Waste Technical and Policy Committee met to review the grant applications received for the Solid Waste Management Plan program; and,

WHEREAS, the Solid Waste Technical and Policy Committee recommended that the following grant application be approved for funding from the County's Solid Waste Management Fund:

1. Town of Normal: community electronics recycling and educational exhibits - \$12,500;

WHEREAS, the Land Use and Development Committee, at its regular meeting on December 3, 2009 recommended approval of the recommendation received from the Solid Waste Technical and Policy committee; now, therefore,

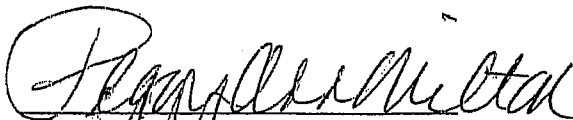
BE IT RESOLVED by the McLean County, now meeting in regular session, as follows:

1. The McLean County Board hereby approves the following grant application and the amounts requested for grant funds from the County's Solid Waste Management Fund:
 - a. Town of Normal: community electronics recycling and educational exhibits - \$12,500.
2. The McLean County Board hereby directs the County Clerk to forward a certified copy of this Resolution to the Director of Building and Zoning, the Director of the McLean County Regional Planning Commission, and the County Administrator.

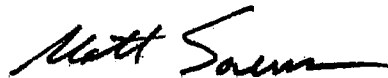
ADOPTED by the McLean County Board this 15th day of December, 2009

ATTEST:

APPROVED:



Peggy Ann Milton
County Clerk
McLean County, Illinois



Matt Sorensen, Chairman
McLean County Board

Member Gordon/Caisley moved the County Board approve a Request Approval of Grant Funding Awards from the McLean County Solid Waste Management Fund as recommended by the McLean County Solid Waste Management Technical Committee. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Gordon stated: Our General Report can be found on pages 167-172.

PROPERTY COMMITTEE

Member Bostic, Chairman, presented the following:

ATTACHMENT NUMBER 19 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, 2010 and ending December 31, 2010, and the County agrees to pay the Public Building Commission for operation and maintenance for such period the sum of \$1,979,855.00.

This ATTACHMENT NUMBER 19 is executed this 5th day of January, 2010, by the officers of the Public Building Commission of McLean County, Illinois and on December ____, 2009 by the officers of the County of McLean.

ATTEST:

APPROVED:

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

Chairman of the County Board
Matt Sorensen, Chairman

ATTEST:

APPROVED:

John L. Morel, Secretary of the PBC

By: _____
Robert W. Rush, Chairman

Member Bostic/O'Connor moved the County Board approve a Request Approval of Attachment Number 19 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center - County Administrator's Office. 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. 7 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 3rd, 2002, being a one year lease to the County commencing January 1st, 2004 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3rd, 2002, do hereby agree to extend said lease and contract terms for one additional year beginning January 1st, 2010 at an annual rent and payment of \$175,724.00 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 \$175,724.00.

This Extension Agreement No. 7 is executed this 5th day of January, 2010 by the Officers of the Public Building Commission of McLean County, Illinois and on December ____, 2009 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

Member Bostic/Ahart moved the County Board approve a Request Approval of Lease and Contract Extension Agreement No. 7 Extending the Lease of the Courthouse Building and the Contract for Operation and Maintenance all Dated December 3, 2002 - County Administrator's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated: Our General Report appears on pages 175-179.

Member Hoselton, Chairman, presented the following:

AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1st day of February, 2010, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as "City", "Town", "County", and "BNWRD") and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the "Center").

A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a storm water education program, hereafter referred to as the "Program" to include storm water education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans.

B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2010 and ending on January 31, 2013. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item "D" of this agreement.

2. Center

The Center shall:

- a. provide the storm water education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center's proposed Storm Water Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) annual reports to the City, Town, County, and BNWRD in the form and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

1. Annual payments of \$10,000.00 each shall be made by the City and the Town by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2011, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
2. Annual payments of \$2000.00 each shall be made by the County and BNWRD by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2011, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD 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 for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

Steph Sisk
City of Bloomington

December 15, 2009
Date

Christopher Hood
Town of Normal

December 22, 2009
Date

Matt Salmon 12-15-2009
McLean County Date

Roxa Hester 12/23/09
Bloomington-Normal Water Reclamation District Date

Nancy Armstrong 11-19-2009
EAC Board President Date

APPENDIX A

The Center shall:

1. Provide the following storm water education services to the City, Town, County, and BNWRD:
 - a. Ongoing program evaluation
 - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
 - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Illinois Sustainable Living and Wellness Expo, etc.)
 - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
 - e. Encourage reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
 - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
 - g. Expand clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of storm water issues
 - h. Conduct multimedia stormwater educational campaign
 - i. Create and maintain McLean County Watersheds Forum website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water

2. Provide for the administration of the program to include:
 - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
 - b. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
 - c. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
 - d. Invoices for services performed in accordance with item "D" of this agreement.

Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in

the performance of this contract are manufactured or produced in the United States.

12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: Nancy Armstrong, President


Date: 11-19-2009

Program Budget

ITEM	cost	quantity	subtotal
Clean Water School program			\$ 3,780.00
Staff time in classroom	60	33	\$ 1,980.00
administration			\$ 300.00
Travel to schools			\$ 300.00
Program supplies			\$ 300.00
Printing			\$ 200.00
Cups for sending message home			\$ 700.00
Yard Smart Program			\$ 4,000.00
Workshops	150	3	\$ 450.00
Rain Barrel Workshops	150	9	\$ 1,350.00
Yard Walk			\$ 300.00
Administration			\$ 500.00
Promotion			\$ 500.00
Printing			\$ 300.00
Supplies			\$ 600.00
Lake Smart Program and rural education efforts			\$ 3,900.00
staff time			\$ 1,600.00
printing			\$ 400.00
postage			\$ 500.00
signage for rural stormwater ditches			\$ 400.00
Demonstration Rain Garden			\$ 1,000.00
Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program, etc.			\$ 4,345.00
Staff time for organization of groups			\$ 2,200.00
Travel			\$ 200.00
Stencils			\$ 800.00
Supplies for stenciling			\$ 450.00
Volunteer supplies (trash bags, rewards, drinks, etc)			\$ 300.00
T-shirts (clean water ambassadors)			\$ 395.00
Presentations to community groups, displays at public events	125	15	\$ 1,875.00
Multimedia campaign, newsletters, displays			\$ 4,100.00
McLean County Watershed Forum website			\$ 2,000.00
TOTAL			\$ 24,000.00

Member Hoselton/Ahart moved the County Board approve a Request Approval of an Agreement between the City of Bloomington, the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center for Storm Water Education Program Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Hoselton, Chairman, presented the following:

 Illinois Department of Transportation Local Agency Agreement for Federal Participation	Local Agency	State Contract	Day Labor	Local Contract	RR Force Account
	McLean County	X			
	Section	Fund Type	ITEP Number		
	01-00001-01-BT	ARE	502201		
Construction		Engineering		Right-of-Way	
Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
C-95-301-10	ARA-00D5(090)				

This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

Location

Local Name Route 66 Bike Trail Route _____ Length 3.73 miles

Termini Shirley to Fox Creek Road

Current Jurisdiction McLean County Existing Structure No _____

Project Description

Construction of bike trail

Division of Cost

Type of Work	FHWA	%	STATE	%	LA	%	Total
Participating Construction	1,440,000	(*)		(**)	360,000	(Bal)	1,800,000
Non-Participating Construction	()	()		()		()	
Preliminary Engineering	()	()		()		()	
Construction Engineering	()	()		()		()	
Right of Way	()	()		()		()	
Railroads	()	()		()		()	
Utilities	()	()		()		()	
Materials							
TOTAL	\$ 1,440,000		\$ _____		\$ 360,000		\$ 1,800,000

*100% = (80% Fed. ARE funds NTE \$1,304,404 + 20% Fed. FFM NTE \$135,596)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.
 If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.
 The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

Local Agency Appropriation

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

Method of Financing (State Contract Work)

METHOD A---Lump Sum (80% of LA Obligation) _____
 METHOD B--- _____ Monthly Payments of _____
 METHOD C---LA's Share Balance _____ divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)

Agreement Provisions

THE LA AGREES:

- (1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.
- (2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.
- (3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- (4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.
- (5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in item 4 above.
- (6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- (7) To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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 contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- (8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- (9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- (10) (State Contracts Only) That the method of payment designated on page one will be as follows:
 - Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA's estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA's estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.
 - Method C - Progress Payments. Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA's share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.
- (11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.
- (12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.
- (13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
- (14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62764. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office. Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations. The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office. Engineer's Payment Estimates in accordance with the Division of Cost on page one.

- (15) And certifies to the best of its knowledge and belief its officials:
- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in Item (b) of this certification; and
 - (d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.
- (16) To include the certifications, listed in item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- (17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- (18) That for agreements exceeding \$100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
 - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
 - (c) The LA shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- (19) To regulate parking and traffic in accordance with the approved project report.
- (20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.
- (21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.
- (22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.
- (23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed \$1,000,000 (five years if the project costs exceed \$1,000,000).
- (24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
- (25) (Single Audit Requirements) That if the LA receives \$500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than \$500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

THE STATE AGREES:

- (1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.
- (2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.
- (3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer's Payment Estimates in accordance with the Division of Cost on page one.
- (4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:

- (a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
- (b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE,

IT IS MUTUALLY AGREED:

- (1) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.
- (2) This Agreement shall be binding upon the parties, their successors and assigns.
- (3) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT – assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT – assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE's USDOT approved Disadvantaged Business Enterprise Program.
- (4) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
- (5) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map Addendum 2

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all addenda indicated above.

APPROVED

Name Matt Sorensen

Title County Board Chairperson
County Board Chairperson/Mayor/Village President/etc.

Signature *Matt Sorensen*

Date 12-15-09

TIN Number 376001569

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois
Department of Transportation

Gary Hannig, Secretary of Transportation Date

By: _____
(Delegate's Signature)

(Delegate's Name – Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzle-Haskins, Chief Counsel Date

Ann L. Schneider, Director of Finance and Administration Date

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
MCLEAN COUNTY
AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION

This Agreement is entered into by and between McLean County *local highway authority*), a public body, corporate and politic of the State of Illinois with principal offices at 102 South Towanda Barnes Road, Bloomington, Illinois, hereinafter "Local Highway Authority," and the Illinois Department of Transportation a public body, corporate and politic of the State of Illinois, with principal offices at Springfield, Illinois, hereinafter "Department."

WHEREAS, the General Assembly has found there is an urgent need for safe bikeways for the use of both children and adults for transportation, healthy exercise and recreation (605 ILCS 30/1 et seq.);

WHEREAS, the Local Highway Authority has a desire to provide for bikeways;

WHEREAS, the Department is willing to provide suitable access to Department highway right of way for the purpose of the Local Highway Authority's construction and maintenance of bikeways upon the Department's highway right of way;

WHEREAS, the Intergovernmental Cooperation Act and the Constitution of the State of Illinois permits the State of Illinois and governmental agencies to cooperate together in the performance of their responsibilities by contract and other agreements (5 ILCS 220/1 et seq.);

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the above name parties do hereby enter into this Agreement as follows:

1. LOCAL HIGHWAY AUTHORITY RESPONSIBILITIES

The Local Highway Authority will construct and maintain bikeway(s) on the Department's right of way, more fully described in the attached Exhibit A, and as approved by the Department. The Local Highway Authority shall submit all plans to the Department and must seek and receive the appropriate approval from the Department for all aspects of the proposed bikeway(s). The Local Highway Authority shall be responsible for all costs associated with the bikeway including but not limited to associated drainage work, engineering, construction, insurance and maintenance of the bikeway.

To ensure the safety of the motoring public the Local Highway Authority shall maintain the existing access of the adjoining properties to all state and local roads.

The Local Highway Authority shall maintain, inspect and replace, if necessary, any bridges, pavement, or structures located on the right of way necessary for the construction of the bikeway. The Local Highway Authority shall submit all plans to the Department and must seek and receive the appropriate approval from the Department for the maintenance and replacement of any structures and/or bridges.

2. DEPARTMENT RESPONSIBILITIES

The Department will cooperate with the Local Highway Authority in the identification of appropriate right of way for the use of bikeways. The Department will assist the Local Highway Authority with application and approval of the proposed bikeway(s).

3. COMPENSATION

Neither the Department nor the Local Highway Authority will receive any compensation from the other for the access to the Department's highway right of way.

4. INSURANCE

Both parties to this Agreement are self-insured as it regards liabilities that may arise out of the performance of this Agreement. If the Local Highway Authority is no longer self insured the Local Highway Authority shall notify the Department and shall maintain minimum insurance of \$2,000,000.00

During the construction and maintenance of the bikeway the Local Highway Authority, its contractors and subcontractors shall obtain and keep in force all required insurance coverages as provided by insurance companies acceptable to the Department as required by the Standard Specifications for Road and Bridge Construction Article 107.27(as amended).

5. INDEMNIFICATION

The Local Highway Authority agrees to hold harmless and indemnify the Department and its officials, employees, assign, agents, contractors, subcontractors and volunteers, from any and all losses, expenses, damages (including loss of use), suits, demands and claims of any kind, known or unknown, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the bikeway's presence on the Department's right of way, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the Department and its officials, employees and agents in connection therewith.

The Local Highway Authority agrees to hold harmless the Department, its employees, assigns, agents, contractors, and subcontractors from any claims, losses, damages, and injuries caused by the maintenance of or improvements to the Department's highway facilities located on or adjacent to the Local Highway Authority's bikeway except for willful neglect or failure to restore in accordance with Section 9. M. of this agreement..

6. TERM

This Agreement shall become effective on execution by the parties.

7. TERMINATION

- A. Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements. Notice to the other party of breach must be in writing. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.
- B. The Local Highway Authority shall at its expense remove all improvements and structures to the Department's right of way within thirty (30) days of the date of termination of this Agreement.
- C. Should the Department determine that any portion of the highway right of way is required for highway operating purposes the Local Highway Authority shall vacate that portion of the right of way within thirty (30) days of receipt of notice to vacate.

8. NOTICES

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight carrier service to the persons listed below. A notice shall be deemed to have been given when received by the Department at: Illinois Department of Transportation, Deputy Director of Highways, Joseph E. Crowe, 13473 IL Hwy 133 West, Paris, Illinois 61944 and 102 South Towanda Barnes Road, Bloomington, Illinois 61705 or to such other address or addresses as wither party may from time to time designate to the other by written notice.

9. General Provisions

- A. The Local Highway Authority agrees to comply with all applicable federal and State nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. The Local Highway Authority and the Department shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, sexual orientation, national origin, ancestry, age, marital status, handicap unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.

- B. The Local Highway Authority agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority.
- C. Neither party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other.
- D. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- E. Information provided by either party to the other shall be treated as confidential, to the extent permitted by law.
- F. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
- G. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its terms.

All commitments by the Local Highway Authority under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the Local Highway Authority.

- H. In the event of any litigation arising in connection with this Agreement, the Local Highway Authority and the Department agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
- I. This Agreement may not be assigned by either party without the prior written consent of the other party.
- J. This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the Department or the Local Highway Authority unless reduced to writing and duly executed by both parties.
- K. The Local Highway Authority accepts the Department's right of way "as is". The Department makes no warranties as to the condition and suitability of the right of way.
- L. The Local Highway Authority shall not enter into any leases, utility agreements, or issue any permits or otherwise allow the installation or construction of utilities upon or under the right of way without express written permission of the Department.
- M. The Department reserves the right to enter upon, view, inspect, and interrupt the bikeways activities within, the Local Highway Authority's bikeways area for the purposes of making highway improvement and highway maintenance. The Department shall give the Local Highway Authority one (1) day notice of the Department's intent to enter upon the area except when necessary in cases of an emergency. Upon completion of any work in the Local Highway Authority's area the Department, at its expense, shall be responsible for restoring the area to a condition similar to or equal to that existing before the commencement of the work.

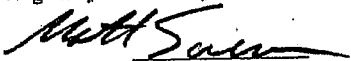
N. This Agreement shall provide the Local Highway Authority with a permitted use for the Local Highway Authority to operate a bikeway over the Department's right of way and shall not act as a transfer of the Department's interest in the right of way.

Approval and Effective Date

This agreement shall not be binding until signed by all parties. The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

Local Highway Authority

By:



Matt Sorensen
County Board Chairperson

Date:

12-15-09

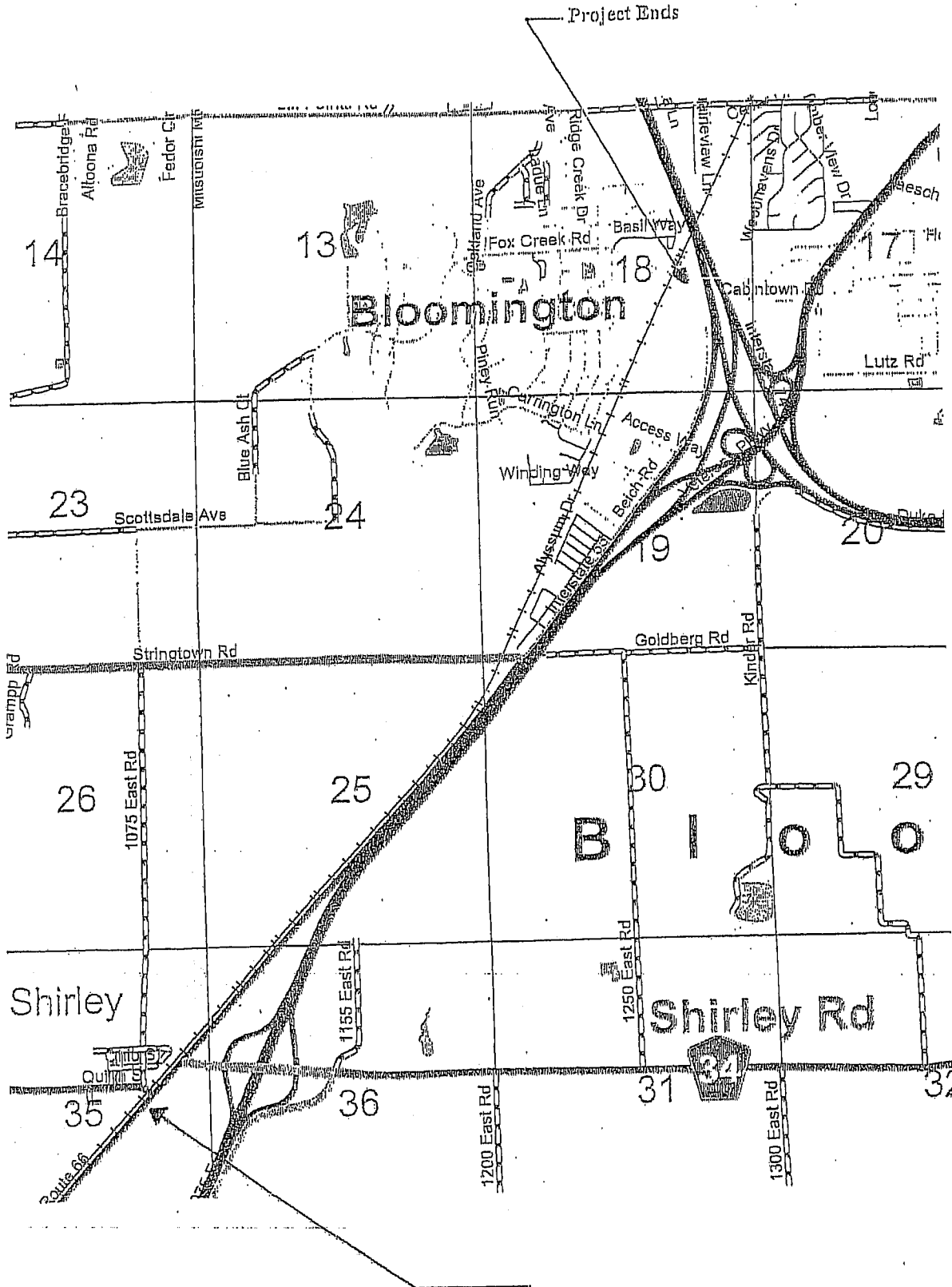
Illinois Department of Transportation

By:

Regional
Engineer

Date:

Location Map
 McLean County Section
 01-00001-01-BT
 Historic Route 66 Bike Trail



Member Hoselton/Owens moved the County Board approve Request Approval of a Local Agency (LA) Agreement for Federal Participation, Sec. 01-0001-01-BT - Route 66 Bike Trail, Shirley to Fox Creek Road.

Member Wendt stated: I'm going to vote against it. That bike path is in my district, but I just want to make a point. I understand we have an intergovernmental agreement to do this, these bicycle trails and some of these other things. I think it might be time we should talk to the other governmental bodies about things that will be increasing our costs over the years. This will increase some of our cost because we'll have maintenance and security patrols and so forth that we have to be entailed in this in the long run. Even though the federal government is paying for most of this trail, we still have ongoing costs. Recently I had a chance to get for free a real nice Tennessee Walker horse that's a better deal than what we are getting from the government here because we are going to pay part of it. My wife brought up a question, how much is that horse going to cost us over its life and can we afford another horse? Sometimes when things are free they are not always free. I'm going to vote against it and I think we should rethink some of the future projects we have ongoing during these economic times. Thank you much.

Chairman Sorensen stated: Other questions, comments, or discussion?

Member Rankin stated: I have no fantastic horse analogies, but I would like to also say this is in my district. This is an area of avid cyclists and most of the cyclists find themselves on County roads. This is also an issue of safety, there is very little that is developed on that side of town that would be of use to families and other cyclists. I think certainly some of the comments were made; there will be some maintenance costs, though if you've been out there the costs are fairly minimal at best. I know, if I am not mistaken, there is no active policing or extra security measures that are going to be needed for this area. I think this is an excellent thing that will bring lots of happiness and lots of recreational abilities to the people specifically in my district and in McLean County as a whole. I certainly will be voting for this.

Member Renner stated: This is not in my district, I do think in addition to that, we did have some analysis about five or six years ago when we passed the first wave of the 50 some miles of bike trail that the local communities like Lexington and Chenoa that were supportive of this because of some economic development benefit. I think in addition to this, the safety and recreation issues of some economic development benefits in the long run that I would believe more than offset the marginal costs to us.

Member Cavallini stated: I'm reminded of the saying don't look a gift horse in the mouth. We probably couldn't be doing this if it wasn't for the federal participation. I realized and I agree with Mr. Wendt that there could be some costs that may occur. I also feel there is a lot of good that is going to come out of this bike trail. Mr. Renner mentioned the bike trail around Lexington and Chenoa and I know that many people use that trail locally. It's a great way to get exercise and fresh air. There are benefits that you can't weigh the cost and so I think that this is something that will be a positive for McLean County as a whole.

Member Wollrab stated: I also agree with Member Cavallini and the benefits. This is not in my district by the way. Recently we did approve a comprehensive plan that addresses these types of items and there was a greenways conference that some of us attended where we heard about plans for regional wide bike trail system that has already been partially constructed and this will add to that and bring added economic diversity to our area.

Member Caisley stated: This is a unique opportunity that we have to get a bike trail for very little money because we have the abandoned right-a-way of Old Route 66 that provides a great place, a right-a-way from Livingston County line to Logan County line for a bike trail and this is but one section of it. It is pursuant to an agreement that we have with all the municipalities up and down the corridor from Chenoa to McLean and it's consistent with that.

Member Soeldner stated: I was also going to agree with Mr. Caisley there is an intergovernmental agreement now in effect dealing with the City of Bloomington and the Town of Normal and municipalities on the trail. I also believe there is enough interest in some of the bike groups that might be willing to do some fundraising for minor items. So I think it is a good deal, I'm in support of it.

Member Segobiano stated: We hear about where this is going to lie. This bike trail is going to lie in the tax district for tax payers of McLean County and Mr. Wendt should be commended for his attention to how we spend taxpayer's money. I'm going to vote for the resolution but this is an opportunity that should go back a few months when we started putting together the budget. Just a moment ago we adopted the maintenance budget for the Courthouse that is about \$176,000. Those are items that will come up in future discussion, just as this one so how do we spend taxpayer dollars really starts with the budgeting process. What do we have in the budget and what are we going to look at as tax dollars become less and less. I think Mr. Wendt is proper in bringing this to our attention, although I said I am going to vote for it but these are the items we need to look for in the future. Do we want to continue to provide vital services to the citizens of McLean County as we spend their tax dollars?

Member Nuckolls stated: I'm going to take that same approach, with Mr. Segobiano and also Mr. Wendt. I will fully support this and I am in favor of it, however, just piggy-backing on Mr. Segobiano, something we need to sincerely look at during budget time. Just because it's something we've done before because of the tough economic periods, it may be something we may want to readdress.

Member Wendt stated: The thing I have been looking at, the County population has increased about 150% in the last 20 years. The number of employees has increased 100%. So while our population went up by 50% the amount of people working for the County went up by 100%. This bike path is just a small indication, but this is how the government grows to get more things to maintain and then pretty soon we can't cut our budget because we have these things to maintain that we have put on the books even though we are getting them almost free, like I said I had the chance to get a nice Tennessee Walker for free but the upkeep on it was something that derailed it and I've kind of done a little study and I know we have been very proud we just passed a levy that on \$160,000 house we show that a taxpayer will get \$1.42 less in taxes. I found in Bloomington Township a house that is valued at \$166,500 and that particular individual is not going to pay \$1.42 less next year because the value of his house went up. He didn't do any improvements, but because of the system and the way it works he is actually going to get a 4.99% increase in his taxes so as we add things to the County, yes the bike path is nice for people who like to ride bikes, I happen to like to ride horses. Maybe we ought to have a horse path but I don't think we can ride horses on the Constitutional Trail, is what I understand. I know the City of Bloomington and City of Normal had to have special police officers with bicycles and stuff to patrol the Constitutional Trail because they have been having problems on it. So we do have these maintenance and ongoing costs on things. It's not that I wouldn't like to have a bike path in our district, assuming we will have, and the other thing is getting things for almost nothing always looks good until you have to start fixing them up or taking care of them over the long haul. I obviously will be voting no on it.

Member Rackauskas stated: I understand Mr. Wendt's concerns but I have always been more into the preventative aspect. Right now we are going to be spending a lot of money within our school systems that are very short on money with health issues, obesity issues, etc. This is a preventative measure; it is family entertainment that doesn't cost. It is extremely good for the health; it is a sport that can be used by all ages, I think in the long run we will be saving the taxpayers when it comes to either health insurance, more money on education within the school systems, etc. It is a link between communities just as we have a common language in our Country that links us together, a bike trail like this links people from community to community within our County. I think it is important.

Member Butler stated: I agree with Member Wendt the money that comes from Washington is really just coming back to us, we've sent it there. As we take this money this is replicated through every county in the country probably, everybody wants a bike path. As everybody takes the money from the government, they're just going to come and ask us for more and there is ongoing maintenance. I don't know what the maintenance is. I've looked at this and I can't tell exactly how much this bike path is going to cost, how much the federal government is putting in, how much are they asking us to put in. We just passed an ordinance that was a mandate that we have to pay that came from Washington on this emergency water education. I don't even know what we are going to get educated about but we are going to spend money. Somewhere we have to start drawing a line. The federal government really has no money today. The day will come that they will not be able to get more money, they've already devalued our money severely so somewhere along the line we have to say we'd like to have a bike path but why can't we pay for that with local money. Why can't the people who ride bikes? I'm one of those crazy bikers that rides bicycles and I like the bike path, but it costs money. We have the right-a-way; we've got the big piece. So now we need to lay down a path of asphalt. How much can that cost when you have the right-a-way in hand? I think I'm going to vote no on this in the principle that we can't keep taking money from Washington that appears to be free because it is our money, we sent it there, if we don't somebody else will get it, somebody else, that's their problem. That's the way I feel about it. It's difficult; it'd be nice to have a bike path down to Shirley. I don't know is there a restaurant in Shirley? I don't even know.

Member Owens stated: Thank you Mr. Chairman, I look at it in the aspect of there are two areas. An area of transportation, someone may live in Towanda that works in Lexington and if it is a nice day they may want to take their bike instead of driving their car, an omissions of fuel, I know there are people out there that look at that aspect as well. I know DuPage, being more in the city though, but the County has a bike path, addressing the transportation issue of it, and looking at that portion. I also look at, very importantly, that we are keeping a piece of history and working at keeping that there, to me the historical value on that is very, very big. We know that area there is the original Route 66 and keeping that is very exciting. So again I look at it from those two points of view and I will be supporting it.

Chairman Sorensen stated: Other questions, comments, or discussion?

Clerk Milton shows all Members present voting in favor of the Motion, except Members Wendt and Butler. Motion carried.

Member Hoselton stated: Our General Report can be found on pages 187-193.

Chairman Sorensen stated: Well Member Hoselton, I hope you are proud of yourself. I hesitate to ask, are there any questions of Member Hoselton and the Transportation Committee?

FINANCE COMMITTEE

Member Owens, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2009 Combined
Appropriation and Budget Ordinance for Fund 0102

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 2009 appropriation in Fund 0102 Dental Sealant Grant Fund, 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. The Auditor is requested to increase revenue line 0102-0061-0062-0407-4000 Public Aid Revenue by \$70,500 from \$236,722 to \$307,222.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0102, Department 0061, Program 0062, Dental Sealant Grant Program as follows:


LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part-Time Salary	\$ 18,903	\$ 10,000	\$ 28,903
0612-0003	Education Materials	\$ 300	\$ 3,000	\$ 3,300
0622-0002	Dental Supplies	\$ 16,700	\$ 8,000	\$ 24,700
0706-0004	Contract Svcs/RUM	\$ 15,556	\$ 500	\$ 16,056
0752-0001	Dental Services	\$134,470	\$ 35,000	\$169,470
0773-0001	Non-Contractual Svcs	\$ 0	\$ 14,000	\$ 14,000
TOTALS:		\$185,929	\$ 70,500	\$256,429

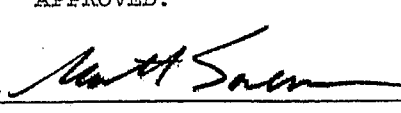
3. That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 15th day of December, 2009

ATTEST:

APPROVED:


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


Matt Sorensen Chairman of the
McLean County Board

Member Owens/Renner moved the County Board approve a Request Approval of an Ordinance of the McLean County Board Amending the 2009 Combined Appropriation and Budget Ordinance For Fund 0102 (Dental Services) - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried. Member Rackauskas abstained.

Member Owens, Chairman, presented the following:

An Ordinance of the McLean County Board
Amending the 2009 Combined
Appropriation and Budget Ordinance for Fund 0105

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 2009 appropriation in Fund 0105 Vision and Hearing Fund, 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:

- The Auditor is requested to increase revenue line 0105-0061-0062-0410-0106 Vision & Hearing Fees by \$6,268 from \$1,875 to \$8,143 and 0105-0061-0062-0407-0056 Medicaid Vision & Hearing by \$3,044 from \$27,061 to \$30,105.
- That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0105, Department 0061, Program 0062, Vision & Hearing Fund as follows:

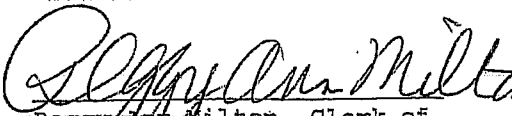
LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part-time Employees Salary	\$ 6,505	\$ 8,650	\$ 15,155
0599-0003	Social Security Cont.	\$ 1,120	\$ 662	\$ 1,514
TOTALS		\$ 7,625	\$ 9,312	\$ 16,669

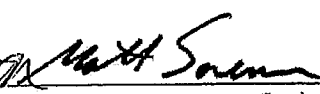
- That the County Clerk shall provide a copy of this ordinance to the County Administrator, County Treasurer, County Auditor, and the Director of the Health Department.

Adopted by the County Board of McLean County this 15th day of December, 2009.

ATTEST:

APPROVED:


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


 Matt Sorensen Chairman of the McLean County Board

F:\adm\budg\09VisionandHearingAmendment

A Resolution Amending the Fiscal Year 2009 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2009 McLean County Combined Appropriation and Budget Ordinance for Fund 0105.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 18, 2008 which became effective on January 1, 2009; and,

WHEREAS, it becomes necessary to amend the Funded Full-Time Equivalent Position Resolution in Fund 0105 to authorize position changes associated with increased employee hours due to assuming full-time responsibility of the Vision & Hearing Program which was originally shared with John M. Scott Resources.

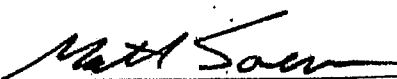
Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Action</u>	<u>Fund</u>	<u>Program</u>	<u>Position Classification</u>	<u>Annual FTE</u>	<u>Months</u>	<u>Now</u>	<u>New</u>
Increase	0105-0061	0062	0515-8103	0.64	6.0	0.24	0.56


This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this 15th day of December 2009.

APPROVED


 Matt Sorensen, Chairman
 McLean County Board

ATTEST:


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

Member Owens/Cavallini moved the County Board approve a Request Approval of an Ordinance of the McLean County Board Amending the 2009 Combined Appropriation and Budget Ordinance For Fund 0105 (Vision and Hearing) - Health Department and a Request Approval of a Resolution Amending the Fiscal Year 2009 McLean County Full-Time Equivalent Position Resolution Associated with An Ordinance to Amend the Fiscal Year 2009 McLean County Combined Appropriation and Budget Ordinance for Fund 0105 198 (Vision and Hearing) - Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, 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 2010

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 Position Classifications and Pay Ranges for Fiscal Year 2010 reflect the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010, as adopted by the County Board on November 17, 2009 including the suspension of 10.52-5 "Evaluations and Merit Increases" and 10.52-7 "Merit Increases" of the McLean County Code ; and

WHEREAS, the Finance Committee, at a meeting on Wednesday, December 2, 2009, recommended approval of the General Compensation Plan for Non-Union Employees effective January 1, 2010 and the Position Classifications and Pay Ranges for Fiscal Year 2010; now, therefore,

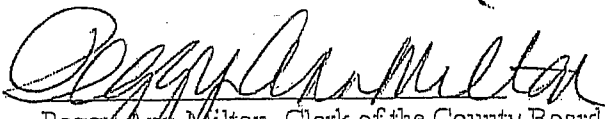
BE IT RESOLVED by the McLean County Board, now meeting in regular session, as follows:

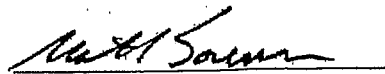
- (1) That the General Compensation Plan for Non-Union Employees effective January 1, 2009 is hereby adopted for Fiscal Year 2010.
- (2) That the Position Classifications and Pay Ranges for Fiscal Year 2010 are hereby adopted.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the County Treasurer and the County Administrator.

ADOPTED by the McLean County Board this 15th day of December, 2009.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Member Owens/Gordon moved the County Board approve a Request Approval of a Resolution of the McLean County Board Approving the General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for Fiscal Year 2010 - County Administration. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens, Chairman, presented the following:

An ORDINANCE of the McLEAN COUNTY BOARD
AMENDING CHAPTER 10 OF THE McLEAN COUNTY CODE

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 which includes components of Chapter 10 of the McLean County Code commonly known as the Personnel Code; and

WHEREAS, the Position Classifications and Pay Ranges for Fiscal Year 2010 including the suspension of 10.52-5 "Evaluations and Merit Increases" and 10.52-7 "Merit Increases" of the McLean County Code, reflect the adopted Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010, as adopted by the County Board on November 17, 2009; and

WHEREAS, the Finance Committee, at a meeting on Wednesday, December 2, 2009, recommended approval of the General Compensation Plan for Non-Union Employees including the suspension of 10.52-5 "Evaluations and Merit Increases" and 10.52-7 "Merit Increases" of the McLean County Code; now, therefore,

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

Chapter 10.52 "The Pay Plan – Composition and Definition" of the McLean County Code is hereby amended as follows: Chapter 10.52-5 Evaluations and Merit Increases and 10.52-7 Merit Increases, shall be suspended effective January 1, 2010 through December 31, 2010, unless otherwise re-instated by action of the McLean County Board.

10.52 THE PAY PLAN - COMPOSITION AND DEFINITION

10.52-1 COMPOSITION: The pay plan shall consist of the Position Classification and Pay Ranges for the fiscal year and the narrative document entitled General Compensation Plan for Non-Union Employees. The Position Classification and Pay Ranges for the fiscal year consists of minimum, midpoint, and maximum rates of pay, and is updated annually.

10.52-2 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) Demotion- A change in an employee's position classification to a position classification which has a lower pay range.
- G) Transfer- A change in an employee's position classification to a position classification which has the same pay range, or lateral transfer.
- H) Merit Anniversary Date- The date on which an employee is eligible for consideration for a salary increase based on performance.
- I) Position Appraisal Method (PAM)- A system for evaluating and maintaining internal job relationships within the McLean County personnel system, implemented July 1, 2000.

10.52-3 ANNUAL SALARY ADJUSTMENTS: All employees included in the Position Classification shall receive any across-the-board salary adjustment which is applied to their respective salary schedules.

10.52-4 PHILOSOPHY RELATED TO STEP PROGRESSION: All pay grades in the Position Classification 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.

10.52-5 EVALUATIONS AND MERIT INCREASES:
(SUSPENDED JANUARY 1, 2010 THROUGH DECEMBER 31, 2010)

- 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 (2) weeks.

- B) All merit increases require an average evaluation score consistent with the merit step chart detailed in Section 10.52-7. 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.

10.52-6 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 Position Classification includes employees scheduled for both a thirty-seven and one-half (37-1/2) hour workweek and a forty (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 forty (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 ten (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 three (3) steps of the minimum starting rate for each year of experience which is directly related to the position with the County, limited to a total additional maximum of twelve (12) steps.
 - b) Education Credit- A professional employee may receive a maximum of an additional eight (8) steps of the minimum starting rate for an educational degree which is directly related to the position with the County and which is above the educational requirements for the position classification.
 - c) The County Administrator may approve a maximum of an additional ten (10) steps, if, in the County Administrator's 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 five (5%) percent 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 five (5%) percent 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 ten (10%) percent, 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) Demotions- A demoted employee shall receive the same step in the new salary range as received of the previous (higher) salary range. However, in cases where an employee is returned to a previously held position during an evaluation period, they shall receive the same pay rate as received prior to being promoted. The

extent of the decrease may be lessened if, projected over the next twelve (12) months, this would result in a loss greater than the percentage differential between the two (2) 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.

- D) Transfers- Transferred employees shall retain their present salary and merit anniversary date. 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 that the employee's performance evaluation be completed by their previous department.

10.52-7 MERIT INCREASES:

(SUSPENDED JANUARY 1, 2010 THROUGH DECEMBER 31, 2010)

- A) Eligibility- All permanent 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 nine hundred (900) hours of actual work hours (including benefit time) since the last merit increase (or four hundred and fifty (450) hours when the first merit increase is six (6) 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) Evaluation Period- All newly hired employees shall serve a six (6) month evaluation 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 evaluation period, except as noted, shall receive an increase of a maximum of steps indicated by the charts in subsection C), and the end of the evaluation period 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 evaluation period.
- C) Merit Increase Ranges- Employees who qualify for merit increases shall receive salary increases in accordance with the following schedules. Each step equals one-half (1/2%) 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 10.52-3.

COMPENSATION SCHEDULE: EMPLOYEES RANGE 13 AND HIGHER

Evaluation Score	Employee's Current		Employee's Current		Employee's Current		Employee's Current	
	Step	# Steps	Step	# Steps	Step	# Steps	Step	# 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

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 10.52-3 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 (1/2%) percent 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 that 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 (1) calendar year period shall, for the next calendar year, be limited to the following maximum number of merit steps for each employee: one-half (1/2) of the number of steps indicated in the merit step chart.
 - 4) 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.

10.52-8 POLICY REVIEW: This Position Classification and Pay 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 for one or more positions, and recommendations for changes thereto.

10.53 DEVELOPMENT AND MAINTENANCE OF COMPENSATION RANGES:

- A) Compensation ranges are linked directly to the plan of position classifications and shall be determined with due regard to ranges in pay for other classes, relative difficulty and responsibility of positions in the class, availability of employees in certain occupational categories, rates of pay in other jurisdictions, cost-of-living factors, the financial policies of the County and other economic considerations.

- B) Prior to the preparation of each annual budget, the County Administrator shall present a proposed compensation schedule to the Finance Committee for approval.

10.54 REALLOCATION DOWNWARD: When a reallocation of a position to a lower grade occurs, the incumbents shall remain at their present pay and will be eligible for the next annual merit increases based upon their previous Merit Anniversary Dates.

10.55 OVERTIME PAYMENTS

10.55-1 FLSA REQUIREMENTS: The Federal Fair Labor Standards Act (FLSA) requires that all employees who are not exempt from overtime payment and who are not salaried be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked beyond forty (40) hours in a work week. The County's workweek begins at 12:01 a.m. Sunday (midnight of Saturday night) and ends at that same time the following weekend. The overtime payment may either be in wages or in compensatory time gained (at the same one and one-half (1-1/2) rate).

10.55-2 EXEMPT/NON-EXEMPT: Those employees eligible for overtime include all employees in position classifications listed on the Salary Schedule as Grade ten (10) or below, except as specified, as well as those employees on the Salary Schedule in Grade eleven (11) or higher who are specifically designated as non-exempt. All elected officials are exempt from overtime by the nature of their positions.

10.55-3 CONTINUOUS/NON-CONTINUOUS: In conformance with the F.L.S.A., the following policy for providing overtime payment as wages or compensatory time shall be utilized for those employees who are eligible for overtime:

- A) Employees in non-continuous operations are those employees in position classifications with schedules which do not generally require overtime work and which do not require a replacement when they are absent. These employees shall receive one and one-half (1-1/2) times their regular hourly rate, or compensatory time at the one and one-half (1-1/2) rate, for all hours worked over forty (40) in a workweek, with all paid hours counted toward the forty (40) hour requirement. However, this overtime pay/compensatory time shall not apply unless the hours actually worked added to the paid hours not worked exceeds the forty (40) hour requirement.
- B) Employees in continuous operations are those employees in position classifications with schedules which normally require overtime work because the position must be staffed on a twenty-four (24) hours-per-day basis, which often requires that a replacement be provided for any absence. These employees shall receive one and one-half (1-1/2) times their regular hourly rate, or compensatory time at the one and one-half (1-1/2) rate, for all hours worked over forty (40) in a workweek, with only those hours actually worked counted toward the forty (40) hour requirement.

10.55-4 EMPLOYEES ELIGIBLE FOR STRAIGHT-TIME OVERTIME: Although hours worked below forty (40) in a work week are not regulated by the F.L.S.A. except as mandated by the minimum wage requirement, certain full-time employees are regularly scheduled to work less than 40 hours in a work week. Generally, such employees are on a thirty-seven and one-half (37-1/2) hours-per-week schedule. When such employees exceed their regularly scheduled full-time schedule (actual time worked), they shall receive straight-time overtime at the rate of 1.0 times their hourly rate for those additional hours worked below forty (40).

10.55-5 COMPENSATORY TIME: All employees who are eligible for overtime, as noted above, may be compensated with the equivalent compensatory time rather than monetary payment. This shall also apply to Straight-Time Overtime (Section 10.55-4). This election of compensatory time or monetary payment shall be made by the employee before such overtime is recorded on the County's time sheets. Compensatory time shall be recorded as the straight time equivalent, i.e. one (1) hour of overtime at the one and one-half (1-1/2) rate shall be reported as one and one-half (1-1/2) hours of compensatory time earned; the same hour of overtime at the 1.0 rate shall be reported as 1.0 hour of compensatory time earned, etc.

10.55-6 COMPENSATORY TIME ACCRUAL LIMITS: All such earned Compensatory Time must be reported under the proper pay code so that all such employees' pay stubs will contain their actual balances. Employees who are not eligible for overtime payment may not report any hours as earned Compensatory Time. No employee's actual Compensatory Time balance shall exceed forty (40) hours.

10.55-7 COMPENSATORY TIME OFF: Employees who request Compensatory Time Off, i.e. to use their earned Compensatory Time, shall make such requests in a manner consistent with departmental procedures, and in increments of fifteen (15) minutes. Such requests shall be granted unless there is a negative impact on the department's operation. Such accrued Compensatory Time must be used by employees prior to the termination of their employment, since the purpose of electing Compensatory Time is to have time off, unless this is not possible

for operational reasons. Accrued Compensatory Time is not eligible for monetary payment, unless such time remains after the employee's termination.

10.55-8 PROFESSIONAL AND ADMINISTRATIVE EMPLOYEES: Salaried exempt employees are not eligible for overtime or Compensatory Time Off and shall not have their pay reduced because of absence during a work week other than for disciplinary suspensions in increments of one (1) week, for major violations of safety rules or lack of benefit time to provide payment during such an absence. Pay reductions for these reasons shall be not less than one (1) day increments.

10.55-9 REQUIREMENTS FOR OVERTIME: All overtime must be authorized by the Department Head in advance of being worked. If prior authorization is not feasible because of conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Department heads will make every effort to assign overtime as equitably and evenly as possible.

10.56 MISCELLANEOUS PAY PROVISIONS

10.56-1 ADMINISTRATIVE ADJUSTMENTS: When the County Administrator determines that a salary adjustment may resolve a manifest error or clear an inequity, and after approval of the Finance Committee, the County Administrator shall make such adjustments within the Pay Plan. Requests for such adjustments must be initiated by the Department Head. The County Administrator shall review the adjustment request on the basis of benefit to the County, funds available and the seriousness of the error or inequity described.

10.56-2 TEMPORARY UPGRADE: When, in the normal course of conducting the County's business, the function of an office is impaired by an absence of six (6) weeks or more of personnel with duties vital to the County's business, the employee assuming the responsibility for additional duties of a higher job class, outside of their normal job class, may be eligible for a temporary pay upgrade for the length of time that the employee performs those extra duties.

A) Procedure for requesting temporary upgrades:

- 1) Any request for temporarily upgrading an employee must be submitted by the Department Head, or designee, in writing to the County Administrator's Office.
- 2) Compensation for an upgraded employee will not be made until the request for the upgrade has been submitted by the Department Head and approved by the County Administrators Office. Compensation will not be retroactive for any period of time prior to the beginning of the next pay period following the date the request was received in the County Administrators Office.
- 3) Court Services employee upgrades must be approved by the Administrative Office of the Illinois Courts (AOIC).

B) Procedure for approval of temporary upgrades:

The County Administrator may approve such an upgrade using the following criteria:

- 1) The position that is temporarily vacated has duties that cannot be left unattended for an extended period of time.
- 2) The immediate supervisor of the temporarily vacated position, if there is a supervisor, is unable to fulfill those duties.
- 3) The absence of the employee is unavoidable and the department has no control over the absence.
- 4) The duties and responsibilities of the temporarily vacated position are such that they cannot be efficiently done when spread among many employees and can only be efficiently accomplished by upgrading an employee.
- 5) The employee will be performing duties and responsibilities that would normally be done exclusively by an employee in a job class the equivalent of at least three (3) pay grades higher, or, in the following circumstances, at least two (2) pay grades higher:
 - a) The temporary upgrade involves additional supervisory responsibilities, and/or
 - b) The temporary upgrade involves financial responsibilities for which the employee is normally not responsible, and/or
 - c) The temporary upgrade involves making policy decisions for which the employee is normally not responsible.

6) These additional duties will constitute at least fifty (50%) percent of the employee's workday.

C) Appeals

When a request for temporary upgrade is denied by the County Administrator, or designee, the Department Head may appeal the decision to the oversight committee responsible for personnel policies. The Department Head

shall not be permitted to introduce information to the committee that was not made available to the County Administrator. The decision of this committee shall be final.

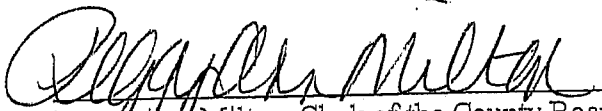
D) Compensation

An employee who receives a temporary upgrade of one (1) pay grade higher than their normal job class shall receive no additional compensation. An employee who receives a temporary upgrade of two (2) pay grades higher shall receive a five (5%) percent increase to their normal pay. An employee who receives a temporary upgrade of three (3) or more pay grades shall receive a ten (10%) percent increase to their normal pay.

ADOPTED by the McLean County Board this 15th day of December, 2010.

ATTEST:

APPROVED:



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



Matt Sorensen, Chairman
McLean County Board

e:bill/cobd/ord_amend personnelcode_Dec2010

Member Owens/Rackauskas moved the County Board approve a Request Approval of an Ordinance of the McLean Board Amending Chapter 10 of the McLean County Code to Suspend Merit Increases for Non-Union Employees - County Administration. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Caisley stated: I think we need to commend our employees for the work they do for us. I think that we have a very good group of people that work for the County and I think it is regrettable that we have to come to this but I agree it is necessary in times of economic distress to adopt this while I regret doing it I think it is necessary.

Chairman Sorensen stated: Excellent point, thank you.

Member Cavallini stated: I assume it is a temporary suspension until we achieve better economic climate?

Chairman Sorensen stated: I think we put it in as permanent but we assume it's through the 2010 Budget Year.

Mr. Wasson stated: It corresponds to the 2010 Fiscal Year.

Member Owens, Chairman, presented the following:

Appendix I
Pay Ranges / Classifications

Position Classifications and Pay Ranges for Fiscal Year 2010

Pay Grade	Minimum	Maximum	B/W Hrs.	Title	Class Code
M	\$5.2303	\$10.7703	75	Assistant Clerical Assistant Intern	0004 0010 0399
1	\$10.0550	\$14.5801			
2	\$10.8090	\$15.6713	80	Receptionist Lobby Security Screener Automotive Servicer Volunteer Services Coordinator	0003 3301 7301 8311
3	\$11.6194	\$16.8473	80	Custodian CNA Coordinator	7131 8004
4	\$12.4913	\$18.1176	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	\$13.4281	\$19.4755	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	\$14.4352	\$20.9367	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 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>					
7	\$15,5180	\$22,5068	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					
				Crime Technician/Evidence Custodian	3020					
				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	
								Licensed Practical Nurse-Nursing Home	8005	
								Licensed Practical Nurse	8006	
				8	\$16,6818	\$24,1911	75	Administrative Support Supervisor II	0016	
								County Administrator's Assistant	0019	
Program Administrator, County Clerk	0025									
Chief Deputy Recorder*	0031									
Human Resources Assistant	0041									
Victim Witness Program Coordinator*	1136									
Circuit Clerk-Division Supervisor I	1215									
CASA Coordinator*	2305									
Veterans Assistance Officer*	2403									
Assistant Director-EMA	3203									
\$32,529	\$47,173				Inmate Program Supervisor	4109				
					GIS Technician	5005				
					Senior Assessor	5012				
					Heavy Equipment Mechanic	7305				
					WIC Nutritionist*	8041				
					Health Promotion Specialist*	8115				
					Case Manager*	8123				
					80	\$34,698	\$50,318	80	Engineering Technician II	6104
									Domestic Services Director	7125
									Assistant to the Nursing Home Administrator	8131
9	\$17,9323	\$26,0066	75	Senior Accounting Specialist	0103					
				Network Support Specialist	0211					
				Defense Investigator	1127					
				Circuit Clerk-Division Supervisor II	1216					
				Probation Officer I	1301					
				Emergency Communications Supervisor	3104					
				Inmate Assessment Specialist I*	4108					
				Clinic Nurse*	8011					
				Registered Nurse*	8013					
				Registered Nurse-Nursing Home	8014					
				Public Health Nurse*	8015					
				School Health Nurse Consultant*	8017					
					\$34,968	\$50,713				

Position Classifications and Pay Ranges for Fiscal Year 2010

<u>Pay Grade</u>	<u>Minimum</u>	<u>Maximum</u>	<u>B/W Hrs.</u>	<u>Title</u>	<u>Class Code</u>				
9(cont.)	\$17,9324	\$26,0066	75	Communicable Disease Investigator*	8105				
				Public Health Communications Specialist*	8113				
				Quality Assurance Specialist*	8127				
	\$37,299	\$54,093	80	Staff Sanitarian	8403				
				Animal Control Director	2007				
				Juvenile Detention Officer	4001				
				Juvenile Detention Program Coordinator	4002				
				Detention Training/Accreditation Specialist*	4011				
				Highway Labor Manager	7014				
				Operations Officer, Parks and Recreation	7216				
				Assistant Director of Nursing-LPN	8031				
				Social Services Director	8325				
				Food Services Supervisor	9017				
				10	\$20,6228	\$29,9043	75	Staff Accountant*	0105
Internal Auditor*	0106								
Financial Reporting Specialist*	0107								
\$40,215	\$58,313	75	Computer Services Coordinator*		0213				
			Assistant States Attorney I*		1105				
			Assistant Public Defender I*		1112				
			Probation Officer II		1302				
			Chief Deputy Coroner*		2104				
			Emergency Communications Supervisor*		3104				
			Inmate Assessment Specialist II*		4110				
			Assistant Chief County Assessment Officer		5015				
			Planner-Building and Zoning*		6011				
			Fleet Manager		7307				
			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				
			\$42,895		\$62,201	80	Senior Staff Sanitarian*	8405	
							Facilities Maintenance Foreman	7145	
							Juvenile Detention Shift Supervisor	4003	
							Project Manager	6101	
							Highway Maintenance Coordinator I	7015	
							Assistant Director of Nursing-RN	8030	
			11		\$48,257	\$69,984	75	Chief Deputy County Clerk*	0027
								Programmer	0205
GIS Specialist	0208								
Network Security Specialist	0214								
Assistant States Attorney II	1106								
State's Attorney Investigator	1111								
Assistant Public Defender II	1113								
Chief Deputy-Circuit Clerk	1217								
Deputy Director-Court Services	1305								
Assistant Director-MMCCC	3109								
Assistant Superintendent-JDC	4005								
Jail Operations Supervisor	4105								
Civil Engineer I	6105								
Highway Maintenance Coordinator II	7016								

Position Classifications and Pay Ranges for Fiscal Year 2010

Pay Grade	Minimum	Maximum	E/W Hrs.	Title	Class Code
11 (cont.)	\$48,257	\$69,984		Facilities Maintenance Supervisor	7147
				Detention Health Supervisor	8129
12	\$53,084	\$76,970		Risk Manager	0047
				Assistant County Treasurer	0111
				Systems/Database Coordinator	0209
				Network Program Manager	0215
				Director-Children's Advocacy Center	0327
				Director-EMA	0329
				Assistant States Attorney III	1107
				Assistant Public Defender III	1114
				Assistant Jail Superintendent	4106
				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	\$58,390
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				
Command Lieutenant	3006				
Superintendent of JDC	4007				
Jail Superintendent	4107				
Facilities Maintenance Director	7148				
Assistant Administrator-Health Department	8133				
Environmental Health Director	8407				
14	\$62,771	\$94,160		Assistant County Engineer	6109
				Director of Nursing Services	8029
				Director Personal Health Services	8135
15	\$67,478	\$101,219		Director-Administrative Services	0302
				Director-Information Technologies	0333
				Assistant Public Defender V	1116
16	\$70,862	\$106,279		Court Services Director	0323
				Assistant States Attorney V	1109
				Chief Deputy Sheriff	3009
17	\$74,396	\$111,591		County Engineer	0315
				Nursing Home Administrator	0339
				Public Defender	0341
18	\$76,255	\$114,382			
19	\$78,161	\$117,253		Assistant County Administrator	0301
				Health Department Administrator	0337
20	\$82,070	\$123,103			
21	\$94,379	\$141,570		County Administrator	0305

Member Owens/McIntyre moved the County Board approve a Request Approval of Position Classifications and Pay Ranges for Fiscal Year 2010 - County Administration. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Owens stated: Our General Report can be found on pages 213-227.

JUSTICE COMMITTEE

Member Renner, Chairman, presented the following:

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2010
Combined Annual Appropriation and Budget Ordinance
Fund 0001 General Fund
Court Services Department 0022

WHEREAS, the McLean County Board, on November 17, 2009, 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 2010 Fiscal Year beginning January 1, 2010 and ending December 31, 2010; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the Illinois Department of Human Services for Fiscal Year 2010 in the amount of \$110,321.00 for purchase of equipment, supplies and certain contractual services; and,

WHEREAS, the Court Services Department wishes to appropriate and budget this additional revenue in the Fiscal Year 2010 Adopted Budget; and,

WHEREAS, the Justice Committee, on Tuesday, December 1, 2009, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2010 to appropriate and budget this additional revenue in the Fiscal Year 2010 Adopted Budget; 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 Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0024-0407.0102 IDHS Redeploy Grant	\$ 0.00	\$110,321.00	\$110,321.00

2. That the County Auditor is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

(2)

	<u>ADOPTED BUDGET</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
0001-0022-0024-0601.0002 Clothing-non employee	\$1,300.00	\$500.00	\$1,800.00
0001-0022-0024-0607.0001 Food	\$8,000.00	\$2,000.00	\$10,000.00
0001-0022-0024-0608-0001 Fuel and Oil	\$10,290.00	\$1,000.00	\$11,290.00
0001-0022-0024-0612-0001 Books and Videos	\$735.00	\$1,000.00	\$1,735.00
0001-0022-0024-0620.0001 Operating/Office Supplies	\$12,840.00	\$3,500.00	\$16,340.00
0001-0022-0024-0621.0001 Non-Major Equipment	\$3,480.00	\$500.00	\$3,980.00
0001-0022-0024-0706.0001 Contractual Services	\$30,000.00	\$76,821.00	\$106,821.00
0001-0022-0024-0718.0001 Schooling and Conferences	\$20,488.00	\$12,000.00	\$32,488.00
0001-0022-0024-0723-0001 Psychiatric/Psychological	\$10,000.00	\$10,000.00	\$20,000.00
0001-0022-0024-0742-0001 Vehicle Maintenance	\$2,470.00	\$1,000.00	\$3,470.00
0001-0022-0024-0795.0003 Telephone Service	\$21,082.00	\$2,000.00	\$23,082.00
		<hr/>	
TOTAL		\$110,321.00	

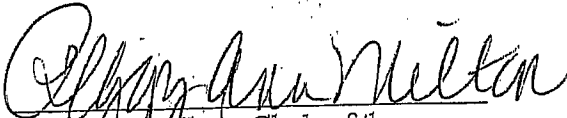
(3)


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

ADOPTED by the County Board of McLean County this 15th day of December, 2009.

ATTEST:

APPROVED:


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


Matt Sorensen, Chairman
McLean County Board

Member Renner/Ahart moved the County Board approve a Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2010 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Court Services Department 0022 (Redeploy Grant) - Court Services. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

It is the desire of Heartland Community College (HCC), the McLean County Sheriff's Office, Jail Division (JAIL), and the McLean County Board, to provide GED preparation courses at the McLean County Detention Facility. To that end, the following agreement defines a cooperative framework to provide such educational services.

HCC and JAIL agree to the following terms:

- Terms of Agreement** HCC will provide GED instruction for inmates of the JAIL.
- Duration of Agreement** This agreement will commence January 1, 2010 and will continue through June 30, 2010.
- This agreement may be modified by mutual consent of both organizations. Substantive modifications may require execution of a new agreement.
- Class Schedules** HCC will offer GED classes at the JAIL according to the following schedule: Monday-Friday, 8-10:30 AM.
- Classes will commence January 11, 2010 and meet through June 30, 2010. Class will not meet on the following dates: Jan 18 (MLK), Mar 8-12 (Spring Break), May 10-21 (Summer Break), and May 31 (Memorial Day).
- HCC will provide reasonable notice of class cancellations due to instructor illness or other emergencies to the JAIL. Classes at the JAIL will be cancelled if HCC is closed due to weather conditions. JAIL staff should consult the HCC website or local media outlets for information about weather closures.
- When possible, HCC will provide a substitute instructor for planned instructor absences.
- Personnel** The GED instructor shall be employed by HCC. HCC will make hiring decisions and pay instructor wages. The instructor shall meet qualifications established by HCC in cooperation with the Superintendent of the JAIL or his designee.
- The GED instructor/or substitute instructor shall be submitted to the same security clearances as the volunteers entering the Facility.
- Participants and Enrollment** The JAIL will be responsible for assigning students to the program. A maximum of 12 students will make up a class.
- The instructor will complete the student enrollment process, including pre-testing according to HCC-established guidelines during class time.
- New students may not be enrolled during the following periods in order to comply with the official HCC schedule: April 26-May 7.

Instruction and Discipline

HCC in cooperation with the instructor and the JAIL will determine methods and delivery of instruction. The instructor will have sole responsibility for daily lesson plans.

The instructor will have the right to have removed, any student from a single class session for cause. "Cause" shall include: disruptive student behavior, failure to follow instructor's directions, failure to follow established class rules, violations of any rule or regulation of the McLean County Detention Facility, or for any other reasonable grounds. The desire for the permanent removal of a student for cause, along with all reports shall be referred to the Sheriff (or his designee) for review. Only the Sheriff (or his designee) shall determine if a student is to be permanently removed from a class.

Facilities

The JAIL will provide classroom facilities with necessary furniture and equipment for conducting instruction at the JAIL.

The JAIL will provide adequate, secure space to store instructional materials, supplies, and student records.

The JAIL will communicate any changes in facilities, equipment or storage to HCC with advanced and reasonable notice.

Materials

The JAIL will provide necessary instructional materials and supplies.

Records and Data

HCC will maintain all paper and electronic records for students enrolled in courses offered as part of this agreement.

HCC will accommodate reasonable JAIL requests for records, reports, or data in a timely manner.

Compensation

HCC will invoice Mclean County for actual instructional costs not to exceed \$4,100.00 for the contract period (two installments of \$2,050.00 mid January and mid April).

HCC will not invoice McLean County for classes that are cancelled due to instructor absence.

Resolution of Problems

HCC and JAIL agree that they will cooperatively seek a satisfactory resolution to any problem that may arise during the term of this agreement.

Prior Agreements and Amendments

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein.

Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

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

Mary Beth Trakinat, Vice President of Continuing Education,
Heartland Community College

Date

Mike Emery, McLean County Sheriff

Date

Matt Sorensen, Chairman
McLean County Board

Date

ATTEST:

BY: _____
Peggy Ann Milton, Clerk of the County
Board of McLean County, IL

Date

Member Renner/Rackauskas moved the County Board approve a Request Approval of a Contract between the McLean County Board, the McLean County Sheriff and Heartland Community College to provide GED Preparation Courses at the McLean County Detention Facility - Sheriff's Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner, Chairman, presented the following:

AGREEMENT

Agreement Number IL120209MCLEANCOCLERK01

THIS AGREEMENT is made by and between the McLean County Clerk of Circuit Court (Hereinafter THE AGENCY) and Government Payment Service, Inc., (dba Government Payment EXP[®] and GovPayEXP) (Hereinafter GPS). Wherein GPS and THE AGENCY agree as follows:

1. **SYSTEM DESCRIPTIONS.** GPS has developed a Service for the purpose of processing payments by credit or debit card for Fines, Fees, Costs and Child Support for THE AGENCY. The GPS System will provide the service from a remote location 24 hours per day / 7 days per week. The cardholder wanting to make a payment to THE AGENCY by credit or debit card may do so by contacting GPS.

GPS will charge the Cardholder a fee for the Service as outlined in Attachment "A" attached hereto and made a part hereof.

GPS agrees to provide the Service as outlined in Attachments "B" and "C" in accordance with the terms and conditions of this Agreement.

2. **AUTHORIZATION TO BEGIN.** THE AGENCY grants GPS authorization to begin a remote payment service, as outlined in this Agreement. This Agreement will be in effect for one (1) year and will be automatically extended for additional one (1) year periods for up to three (3) years or until terminated as provided herein.
3. **ADVERTISEMENT OF THE SERVICE.** THE AGENCY agrees to post information regarding the GPS payment option in all locations where information about other payment options are available, including but not limited to THE AGENCY'S website, phone system, bills, coupon books, collection letters, and press releases at the expense of THE AGENCY. GPS will provide to THE AGENCY inserts and signage at no cost. THE AGENCY also agrees to allow GPS to place signage at the location describing the service, subject to approval by THE AGENCY, which approval shall not be unreasonably held.
4. **COMPENSATION FOR GPS.** GPS shall not be entitled to any compensation with respect to the service other than the service fees as set forth in Attachment "A" which are paid by the cardholder and not THE AGENCY. GPS reserves the right to adjust its service fees with sixty (60) days notice to the agency.
5. **COSTS.** GPS shall provide toll free telephone numbers for communications between THE AGENCY and GPS and between the cardholder and GPS. GPS will provide complete training for THE AGENCY at no cost to THE AGENCY. GPS shall not be responsible for any other costs, expenses, fees or losses arising out of its performance under this Agreement. THE AGENCY is not responsible for any costs related to the GovPay Basic service as outlined in (Attachment B).
6. **STATE AND FEDERAL TAXES.** THE AGENCY shall not be responsible for paying any state or federal taxes on GPS's behalf.
7. **RESPONSIBILITIES OF GPS.** GPS shall perform all the Services under this Agreement as an independent contractor and not as an employee of THE AGENCY. GPS understands and acknowledges that it shall not be entitled to any of the benefits of an AGENCY employee. THE AGENCY has the right to rely and does rely upon the expertise of GPS to provide the services in a professional manner. GPS represents that it is qualified by training and experience to perform the Services as outlined in this Agreement. All contact between GPS and the cardholder is initiated by the cardholder and not by GPS.
8. **RESPONSIBILITIES OF THE AGENCY.** THE AGENCY will follow GPS's procedures for all transactions. THE AGENCY shall provide the means such as a computer and Internet access or a fax machine to receive and send transaction notifications.
9. **CONFIDENTIALITY AND NONDISCLOSURE.** BOTH PARTIES agree that any information or data obtained, documents produced, or any other material which is required by law or regulation, will be kept confidential and shall not be disclosed without the prior written approval of THE OTHER PARTY unless they are non-exempted public records.

10. **INDEMNIFICATION.** GPS shall defend, indemnify, and save harmless THE AGENCY, its agents, officers, and employees from any and all claims, demands, damages, costs, expenses (including attorneys fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof, including, but not limited to, any act or omission to act on the part of GPS or its agents, officers, employees, and/or contractors, except those claims, demands, damages, costs, expenses (including attorneys' fees), judgments or liabilities resulting from the negligence or willful misconduct of THE AGENCY.
11. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail or by facsimile delivered to:

THE AGENCY:

Don R. Everhart, Jr. Clerk of Circuit Court
Law & Justice Center
104 W Front Street, Room 404
Bloomington, IL 61701
Fax #: (309) 888.5281

GPS:

Ms. Debby Conrad, VP-Director of Marketing
Government Payment Service, Inc.
7102 Lakeview Pkwy West Drive
Indianapolis, IN 46268
Fax #: (317) 876-9757

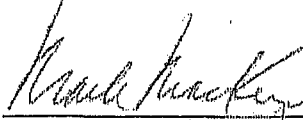
or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail. Notices and consents under this section, which are sent by facsimile, shall be deemed to be received when such facsimile is transmitted to the facsimile number specified in this section and a confirmation of such facsimile has been received by the sender.

12. **TERMINATION.** EITHER PARTY may terminate this Agreement with thirty (30) days written notice to THE OTHER PARTY prior to the annual renewal date. THE AGENCY may also terminate this Agreement at any time with thirty (30) days written notice to GPS if GPS is unable or unwilling to provide the Services described in this Agreement or if THE AGENCY discontinues remote credit and debit card payment services. GPS has the right to terminate this Agreement with thirty (30) days written notice to THE AGENCY if THE AGENCY does not comply with GPS's procedures or fails to comply with this Agreement.
13. **STATE LAW.** This Agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by THE AGENCY.

Reviewed and Approved:

Don R. Everhart, Jr., Clerk of the Circuit Court
McLean County Circuit Clerk



Mark MacKenzie, CEO
Government Payment Service, Inc.

Date: _____

Date: 12/2/09

ATTACHMENT "A"
Agreement Number IL120209MCLEANCOCLERK01

**GPS Transaction Payment Fee Schedule
FOR FINES, FEES, COSTS AND CHILD SUPPORT**

Payments Made via the Internet

<u>TRANSACTION AMOUNT</u>	<u>SERVICE FEE</u>
ALL	3.5%

Minimum Fee Internet = \$3.50

EXAMPLE INTERNET PAYMENT

Transaction Amount	=	\$ 95.00
Service Fee	=	\$ <u>3.50</u>
Total Payment	=	\$ 98.50

ATTACHMENT "B"
Agreement Number IL120209MCLEANCOCLERK01

GovPay Basic

There are no fees paid by **THE AGENCY** to **GPS** for GovPay Basic. GovPay Basic includes the following:

1. Remote credit/debit card payment service for Fines, Fees, Costs and Child Support with Internet transaction capability
2. Remote payment service available 24 hours a day, 7 days a week, 365 days a year
3. Secure website (ProviewEXP) provided by **GPS** used to approve and report all transactions
4. **For bail**, **GPS** will make available a bail summary report to **THE AGENCY** each day for all transactions completed the previous day. The funds for all approved transactions will be forwarded electronically to **THE AGENCY'S** account within two business days after **GPS** receives the approval.
5. **For all other payments**, **GPS** will make available a reconciliation report to **THE AGENCY** each day for all transactions completed the previous day. This report will also include any open transactions not previously approved. The funds for all approved transactions will be forwarded electronically to **THE AGENCY'S** account within two business days after **GPS** receives the approval.

ATTACHMENT "C"
Agreement Number IL120209MCLEANCOCLERK01

GovPay Swipe

THE AGENCY will pay GPS a one-time fee of \$650 for GovPay Swipe. GovPay Swipe includes the following:

1. Remote credit/debit card payment service for Fines, Fees, Costs and Child Support with Internet transaction capability
2. Remote payment service available 24 hours a day, 7 days a week, 365 days a year
3. Ten (10) card readers to be provided for THE AGENCY'S virtual terminal.
4. Secure website (ProviewEXP) provided by GPS used to approve and report all transactions
5. GPS will make available a reconciliation report to THE AGENCY each day for all transactions completed the previous day. This report will also include any open transactions not previously approved. The funds for all approved transactions will be forwarded electronically to THE AGENCY'S account within two business days after GPS receives the approval.

Member Renner/McIntyre moved the County Board approve a Request Approval of Agreement Number IL120209MCLEANCOCLERK01 between McLean County Clerk of Circuit Court and Government Payment Services, Inc. for the Purpose of Processing Payments by Credit or Debit Card for Fines, Costs and Child Support - Circuit Clerk. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Renner stated: The General Report can be found on pages 242-257.

REPORT OF THE COUNTY ADMINISTRATOR

Mr. Lindberg stated: One item I would like to bring to the attention of the Board today, yesterday the County received for the 24th year in a row the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada. This is the highest form of recognition in the area of governmental accounting and financial reporting. It represents a significant accomplishment on the part of our financial management team. I'd like to take a minute to ask our Treasurer Becky McNeil and Auditor Michelle Anderson to come forward to recognize them for their part in this activity.

Chairman Sorensen stated: A certificate of the Government Finance Officers Association of the United States and Canada. The award of financial reporting achievement presented to Michelle Anderson, Financial Reporting Specialist, McLean County, Illinois; now County Auditor. Congratulations Michelle.

Oh wow, this one is really different.

Presented to Rebecca McNeil, County Treasurer.

OTHER BUSINESS AND COMMUNICATION

Member Segobiano stated: This morning as I rode up with Judge Robb she introduced me to Mr. Evans as one of the long time Board Members and once again I was dated by my services. During those years of service on the Board I've certainly had an opportunity to serve with a bunch of wonderful Department Heads, both Elected and Appointed and the same thing with the County Board, there have been a lot of good people come and go. In fact, Mr. Butler you remind me of a good friend, Bill Lawrence who hated, absolutely hated grants because of what you stated. Bill used to say in 25 words or less, and he would say no. Getting back to the people I have had an opportunity to serve with on the Board. Also there have been a lot of good programs presented here in McLean County and one that I really enjoyed was called the living Christmas tree. We have a Member of our Board that depicts a living Christmas tree, I certainly have the privilege and pleasure of reminding him of that all the time. As you see here today there are ties that are displayed and that was in the honor of a gentleman who served us in the judicial system and now an elected Member of the County Board and certainly a man of wisdom, a man of strength and a man of great knowledge and he shares that with us. I said to him today, life moves on for you, and he said he has one of these every year, his birthday. I would ask everybody to join with me to sing happy birthday to Judge Caisley.

Members of the Board, attendees, and guests sang Happy Birthday to Judge Caisley.

Member Caisley stated: Thank you very much, that's more than I ever got from the defendant's that appeared in my court.

Chairman Sorensen stated: I have to tell you, I was sweating a little bit; we have a holiday cake set up back there for guests, attendees, and Board Members. I was a little nervous with the Lexington Football team in the room. I told them not to bring the cake out while those animals; no I am teasing, while those very husky young men were still around.

APPROVAL OF BILLS

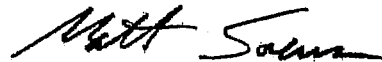
The McLean County Auditor presented the following and recommends it for payment.

MCLEAN COUNTY BOARD COMPOSITE

December 15, 2009

2009 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$291,869.12	\$291,869.12
Finance	\$201,874.52	\$772,145.42	\$974,019.94
Human Services		\$534,177.34	\$534,177.34
Justice		\$1,587,743.95	\$1,587,743.95
Land Use		\$19,212.87	\$19,212.87
Property		\$263,122.42	\$263,122.42
Transportation		\$275,915.89	\$275,915.89
Health Board		\$509,013.68	\$509,013.68
Disability Board		\$32,772.18	\$32,772.18
T. B. Board		\$21,033.10	\$21,033.10
Total	\$201,874.52	\$4,307,005.97	\$4,508,880.49



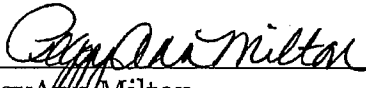
Matt Sorensen, Chairman
McLean County Board

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

The meeting was adjourned until January 19, 2010 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:00 a.m.

Matt Sorensen
County Board Chairman




PeggyAnn 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 15th day of December, 2009, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 14th day of January, 2010.



PeggyAnn Milton
McLean County Clerk