



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

**Monday, November 7, 2005**

**5:00 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes as corrected (page seven, Metro McLean County Communications, first paragraph, last line "two supervisors" should read "three supervisors") – October 3, 2005
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Sandy Parker, McLean County Circuit Clerk
    - 1) Items to be Presented for Information:
      - a) Statistical Reports, September 2005 1-9
      - b) Third Quarter Statistical Reports 10-17
      - c) General Report
      - d) Other
  - B. David Owens, McLean County Sheriff
    - 1) Items to be Presented for Action:
      - a) Request for Approval of an Intergovernmental Agreement between the County of McLean and the City of Bloomington for Booking Services 18-23
      - b) Request for Approval of an Intergovernmental Agreement between the County of McLean and the Town of Normal for Booking Services 24-25
      - c) Request for Approval of an Intergovernmental Agreement between the County of McLean and Illinois State University for Booking Services 26-27

	d)	Request for Approval of Service Agreement with Paxton's Inc. for Typewriter Maintenance	28-36
	e)	Request to Review Bids and Select Contractor For Chemical Agents to be used in the McLean County Jail Laundry and Dish Machine	37
	f)	Request Approval of a Contract with Rev. Colleen Bennett for the provision of Chaplain services for the McLean County Jail	38-39
	g)	Request Approval of Letter of Understanding Between McLean County Board and the Regional Office of Education for McLean and DeWitt Counties for McLean County Jail Education Program	40-42
	h)	Request Approval of an Amendment to the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff and the Bloomington-Normal Airport Authority	43-48
	i)	Request Approval of Bid Award for Surveillance System for Law and Justice Center – Sheriff's Department 0029	49
	j)	Request Approval of Emergency Appropriation Ordinance for McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance (for Livescan Identification Machine) – Sheriff's Department 0029	50-51
2)		<u>Items to be Presented for Information:</u>	
	a)	McLean County Detention Facility Population Report, October 2005	52-53
	b)	Update on Domestic Violence Grant	
	c)	General Report	
	d)	Other	
C.		Beth C. Kimmerling, McLean County Coroner	
	1)	<u>Items to be Presented for Information:</u>	
	a)	Monthly Report, September 2005	54
	b)	General Report	
	c)	Other	
D.		Ed Books, McLean County Rescue Squad	
	1)	<u>Items to be Presented for Information:</u>	
	a)	General Report	
	b)	Other	

- E. Curt Hawk, Director, E.S.D.A.  
 1) Items to be Presented for Information:  
 a) General Report  
 b) Other
- F. Amy Davis, Public Defender  
 1) Items to be Presented for Information:  
 a) Termination of Contract for Kelly Stacey  
 b) Monthly Caseload Report, September 2005 55-57  
 c) General Report  
 d) Other
- G. Bill Yoder, McLean County State's Attorney  
 1) Items to be Presented for Action:  
 a) Request Approval of a Resolution  
 Approving McLean County's continued  
 Participation with the State of Illinois  
 Appellate Prosecutor's Office 58  
 2) Items to be Presented for Information:  
 a) New Collection Program for  
 Court Fines and Fees  
 b) Juvenile Division Narrative and Statistics 59-61  
 c) Monthly Caseload Report 62-63  
 d) Other
- H. Billie Larkin, Director, Children's Advocacy Center  
 1) Items to be Presented for Information:  
 a) Monthly Statistical Report 64  
 b) General Report  
 c) Other
- I. Roxanne Castleman, Director, Court Services  
 1) Items to be Presented for Action:  
 a) Request Approval of Contract with  
 Livingston County for Lease of  
 Space in the McLean County Juvenile  
 Detention Center 65-70  
 b) Request Approval of Contract with  
 Woodford County for Lease of  
 Space in the McLean County Juvenile  
 Detention Center 71-76  
 c) Request Approval of Contract with  
 Logan County or Lease of Space  
 in the McLean County Juvenile  
 Detention Center 77-82

- 2) Items to be Presented for Information:
- a) Court Services Adult/Juvenile Division Statistics, September 2005 83-84
  - b) Juvenile Detention Center – McLean County Statistics, 2005 85-87
  - c) Juvenile Detention Center – Out of County Statistics, 2005 88-90
  - d) General Report
  - e) Other

5. Other Business and Communication

**REMINDER:** Community Forum on Plans for Drug Court – Co-sponsored by League of Women Voters—Alternatives to Jail Committee and Circuit Court of McLean County (immediately following Justice Committee Meeting)

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

7. Adjournment

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REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE MONTH OF SEPTEMBER 2005  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
Adoption	29	AD	3	0	5	27	23
Arbitration	252	AR	74	10	89	247	230
Chancery	210	CH	28	0	30	208	185
Dissolution of Marriage	440	D	50	2	38	454	570
Eminent Domain	6	ED	0	0	0	6	7
Family	233	F	53	0	37	249	163
Law => \$50,000 - Jury	292	L	7	0	6	293	261
Law => \$50,000 - Non-Jury	148	L	8	0	3	153	133
Law = < \$50,000 - Jury	4	LM	0	0	1	3	9
Law = < \$50,000 - Non-Jury	129	LM	76	3	91	117	171
Municipal Corporation	1	MC	0	0	0	1	1
Mental Health	11	MH	9	0	8	12	18
Miscellaneous Remedy	130	MR	20	0	15	135	182
Order of Protection	21	OP	18	0	17	22	10
Probate	1,086	P	27	0	25	1,088	1,120
Small Claim	503	SC	271	26	257	543	563
Tax	5	TX	0	0	0	5	9
TOTAL CIVIL	3,500		644	41	622	3,563	3,655

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES  
 DURING THE MONTH OF SEPTEMBER 2005  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONTEMPT OF COURT	5	C.C.	0	0	0	3	2	3
CRIMINAL FELONY	900	CF	107	107	0	149	858	745
CRIMINAL MISDEMEANOR	969	CM	185	185	0	218	936	972
TOTAL CRIMINAL	1,874		292	292	0	370	1,796	1,720

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE MONTH OF SEPTEMBER 2005  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
JUVENILE	17	J	0	0	0	1	16	21
JUVENILE ABUSE & NEGLECT	303	JA	9	9	0	15	297	286
JUVENILE DELINQUENT	100	JD	14	14	10	14	110	110
TOTAL JUVENILE	420		23	23	10	30	423	417

REPORT D  
 ACTIVITY OF ALL OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE MONTH OF SEPTEMBER 2005  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONSERVATION VIOLATION	10	CV	8	0	5	13	18
DRIVING UNDER THE INFLUENCE	419	DT	72	0	61	430	481
ORDINANCE VIOLATION	903	OV	159	0	153	909	962
TRAFFIC VIOLATION	13,841	TR	3,189	27	3,860	13,197	13,346
TOTALS:	15,173		3,428	27	4,079	14,549	14,807





**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**DURING THE MONTH OF SEPTEMBER 2005**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**MCLEAN COUNTY**

NOLLE	NOT CONVICTED						CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
37	0	9	0	1	0	3	94	5	0	149

1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>  
THROUGH THE MONTH OF SEPTEMBER 2005  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	NOT CONVICTED							CONVICTED			TOTAL DEFENDANTS DISPOSED OF	
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL		
						BENCH TRIAL	JURY TRIAL					
JAN	4	0	8	0	0	0	1	0	54	0	0	67
FEB	14	0	5	2	0	0	1	0	76	0	0	98
MAR	18	0	11	0	1	2	0	0	74	3	3	112
APR	12	0	11	0	1	0	1	0	64	2	3	94
MAY	13	0	6	0	0	0	2	0	46	0	2	69
JUNE	22	0	5	3	2	0	1	0	114	0	0	147
JULY	12	0	9	0	0	0	2	0	82	0	0	105
AUG	7	0	9	1	0	1	0	1	70	0	4	92
SEPT	37	0	9	0	1	0	3	0	94	5	0	149
OCT												
NOV												
DEC												
TOTAL	139	0	73	6	5	3	11	3	674	10	12	933

1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

**REPORT G**  
**SENTENCE OF DEFENDANTS CHARGED WITH FELONIES**  
**DURING THE MONTH OF SEPTEMBER 2005**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

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

TOTAL NUMBER OF CONVICTED FELONIES: 99  
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	2	10	9	13	15	49
4. PROBATION	0	0	1	11	5	28	45
5. OTHER	0	0	0	0	3	2	5
<b>TOTALS:</b>	<b>0</b>	<b>2</b>	<b>11</b>	<b>20</b>	<b>21</b>	<b>45</b>	<b>99</b>

\* Conditional Discharge

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE MONTH OF SEPTEMBER 2005  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	3	0	0
FAMILY (OP)	14	0	8
CRIMINAL	5	2	7
<b>TOTAL:</b>	22	2	15

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE THIRD QUARTER OF 2005  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
MCLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
Adoption	29	AD	18	0	20	27	23
Arbitration	267	AR	172	28	220	247	230
Chancery	204	CH	89	0	85	208	185
Dissolution of Marriage	420	D	148	3	117	454	570
Eminent Domain	6	ED	0	0	0	6	7
Family	235	F	116	2	104	249	163
Law => \$50,000 - Jury	294	L	24	0	25	293	261
Law = > \$50,000 - Non-Jury	149	L	20	0	16	153	133
Law = < \$50,000 - Jury	4	LM	0	0	1	3	9
Law = < \$50,000 - Non-Jury	121	LM	245	10	259	117	171
Municipal Corporation	1	MC	0	0	0	1	1
Mental Health	12	MH	41	0	41	12	18
Miscellaneous Remedy	137	MR	57	0	59	135	182
Order of Protection	12	OP	63	0	53	22	10
Probate	1,079	P	62	0	53	1,088	1,120
Small Claim	454	SC	679	84	674	543	563
Tax	5	TX	0	0	0	5	9
TOTAL CIVIL	3,429		1,734	127	1,727	3,563	3,655

REPORT B  
ACTIVITY OF ALL CRIMINAL CASES  
DURING THE THIRD QUARTER OF 2005  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONTEMPT OF COURT	4	C.C.	3	3	0	5	2	3
CRIMINAL FELONY	869	CF	333	333	2	346	858	745
CRIMINAL MISDEMEANOR	1,024	CM	567	567	0	655	936	972
TOTAL CRIMINAL	1,897		903	903	2	1,006	1,796	1,720

**REPORT C**  
**ACTIVITY OF ALL JUVENILE CASES**  
**DURING THE THIRD QUARTER 2005**  
**IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

<b>CATEGORY</b>	<b>BEGIN PENDING</b>	<b>CODE</b>	<b>NEW FILED</b>	<b>NO. OF DEFTS. NEW</b>	<b>REINSTATED</b>	<b>DISPOSED</b>	<b>END PENDING 2005</b>	<b>END PENDING 2004</b>
JUVENILE	22	J	0	0	0	6	16	21
JUVENILE ABUSE & NEGLECT	309	JA	36	36	0	48	297	286
JUVENILE DELINQUENT	109	JD	27	27	25	51	110	110
<b>TOTAL JUVENILE</b>	440		63	63	25	105	423	417



REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE THIRD QUARTER 2005  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONSERVATION VIOLATION	14	CV	16	0	17	13	18
DRIVING UNDER THE INFLUENCE	438	DT	208	0	216	430	481
ORDINANCE VIOLATION	803	OV	594	0	488	909	962
TRAFFIC VIOLATION	14,668	TR	9,141	86	10,698	13,197	13,346
<b>TOTALS:</b>	15,923		9,959	86	11,419	14,549	14,807

**REPORT NO. E**  
**TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT**  
**IN ALL CATEGORIES**  
**DURING THE THIRD QUARTER OF 2005**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

CASE NUMBER	FILING DATE	DATE OF VERDICT
05 CF 127	02/01/05	07/12/05
05 CM 364	02/23/05	07/12/05
05 CM 202	01/28/05	07/13/05
03 AR 555	11/03/03	07/14/05
04 DT 856	11/29/04	07/14/05
04 CF 793	09/08/04	07/19/05
05 CM 1109	06/09/05	08/09/05
01 L 124	07/25/01	08/11/05
00 L 120	07/17/00	08/19/05
05 CF 143	02/04/05	09/08/05
05 DT 398	06/06/05	09/13/05
05 CF 084	01/21/05	09/13/05
05 CM 874	05/03/05	09/13/05
05 CM 698	04/11/05	09/13/05
05 DT 233	03/28/05	09/14/05
05 CM 068	01/11/05	09/14/05
01 CF 844	08/07/01	09/20/05
04 CF 617	07/12/04	09/22/05
05 CF 342	04/01/05	09/22/05

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

REPORT F  
 DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES <sup>(1)</sup>  
 DURING THE THIRD QUARTER 2005  
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
 McLEAN COUNTY

NOLLE	NOT CONVICTED						CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
56	0	27	1	1	1	5	246	5	4	346

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

**REPORT G**  
**SENTENCE OF DEFENDANTS CHARGED WITH FELONIES**  
**DURING THE THIRD QUARTER OF 2005**  
**IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT**  
**McLEAN COUNTY**

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

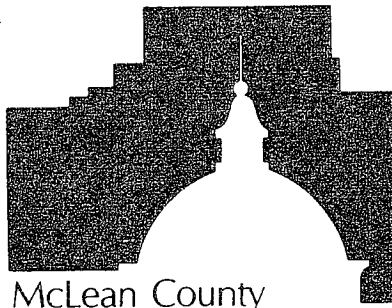
TOTAL NUMBER OF CONVICTED FELONIES: 255  
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	5	21	24	25	42	117
4. PROBATION	0	0	7	17	21	77	122
5. OTHER	0	0	0	1	5	10	16
<b>TOTALS:</b>	<b>0</b>	<b>5</b>	<b>28</b>	<b>42</b>	<b>51</b>	<b>129</b>	<b>255</b>

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE 3RD QUARTER 2005  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	7	0	1
FAMILY (OP)	34	1	18
CRIMINAL	15	4	15
<b>TOTAL:</b>	56	5	34



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

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

October 31, 2005

TO: Mr. Tari Renner, Chairman  
Justice Committee  
FROM: Sheriff David Owens  
SUBJ: NOVEMBER 7<sup>TH</sup>, 2005 JUSTICE COMMITTEE AGENDA

I would respectfully request that the following eight (8) items be placed on the November 7<sup>th</sup>, 2005 Justice Committee Agenda and two (2) items for Information only.

#### Information

- 1) **2006 Intergovernmental Agreements between the County of McLean and the City of Bloomington, the Town of Normal and Illinois State University for booking services:** These agreements are for booking services provided to the City of Bloomington, the Town of Normal and Illinois State University. The services include the completing of all booking forms, fingerprinting, taking mug shots, bonding, releasing and transferring persons into custody. The 2006 Agreement is the same as previous agreements with the exception of a 3% increase for each department. (See attached)
- 2) **Typewriter Maintenance Agreement:** On October 27, 2005, the following office equipment dealers were contacted with regard to yearly maintenance agreements on five (5) IBM typewriters located in the McLean County Sheriff's Office.

**W M Putnam Co.:** 2625 Commerce Pkwy., Bloomington, IL  
**Office Max:** 1500 Empire St., Bloomington, IL  
**Paxtons Inc:** 207 E. Washington St., Blm., IL

Paxtons Inc. was the only one that would provide us with a maintenance agreement on these typewriters.

- 3) Jail Kitchen Chemical Bid:** Requests for quotations were sent out to four (4) chemical companies for the Jail Chemicals for 2006. These were sent to Newman-Ullman, Ecolab, Bunn Capitol and Diversy. The only response I received was from Ecolab. The attached table shows the individual prices for each item and quantity of such. It also shows an estimated annual usage and amount based on these figures.

Ecolab has provided both excellent products and service. They are our current provider and they have maintained pricing with an increase for 2006 in only one (1) product, (see attached). I recommend we remain with Ecolab for 2006.

- 4) Jail Chaplin Contract:** Chaplain Bennett has been the Inmate Chaplain for the past 9 ½ years and continues to do an excellent job in that position. The contract is for one (1) year and will expire on December 31, 2006. The contract is the same as last year, with the exception of a 3.5% increase in salary. (see attached)

- 5) Regional Office of Education Letter of Understanding:** This Letter of Understanding is for the services of the Regional Office of Education to provide a G.E.D. instructional program for the inmates in the McLean County Detention Facility. There is no increase from 2005.

- 6) Amendment to the Intergovernmental Agreement between the County of McLean, the McLean County Sheriff and the Bloomington/Normal Airport Authority.**

On June 21, 2005, the McLean County Board approved an agreement between the County of McLean, the McLean County Sheriff and the Bloomington/Normal Airport Authority. This agreement allowed the McLean County Sheriff's office to hire a full-time Sheriff's Deputy, eight (8) hours per day, five (5) days per week, to provide general security at the Central Illinois Regional Airport. Paragraph 8, of the agreement provides that additional full-time Sheriff's Deputies may be added to the security detail at the Central Illinois Regional Airport by mutual agreement of the parties. I am requesting that this agreement be amended to allow for two (2) full-time Sheriff's Deputies to provide security at the Central Illinois Regional Airport. The Airport agrees to reimburse the County an amount equivalent to the salary, benefits and related personnel costs for two (2) full-time Sheriff's Deputies from funds provided to the Airport by the

Tari Renner, Chairman  
Justice Committee  
October 31, 2005  
Page 3

Federal Transportation Security Administration, so long as such reimbursement does not exceed the maximum amount allowed for sixteen (16) hours a day for seven (7) days per week. In addition, I am requesting that the effective date of the amended agreement take effect on January 1, 2006 through and including December 31, 2008.

- 7) **Live Scan – Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance, Sheriff Dept. 0029:** On August 16<sup>th</sup>, 2005, the McLean County Board approved a request from the McLean County Sheriff's Department to accept a Grant from the Illinois Criminal Justice Authority, in the amount of \$17,008, to purchase an upgraded Live Scan Identification machine for the jail. This request for an emergency appropriation is necessary to facilitate the purchase of the Live Scan machine.
  
- 8) **Surveillance System for Law and Justice Center:** At its July meeting, the McLean County Board approved my request to accept an ILEAS Local Law Enforcement Homeland Security Grant in the amount of \$47,622. The money will be used to purchase a camera surveillance system for the Law and Justice Center.

Competitive bids were sent out and eight (8) companies responded, (Please see attached bid list).

I respectfully request that the Justice Committee allow me to accept the bid from D. M. Mattson, Inc. My request is based on the fact that D. M. Mattson, Inc. presented the lowest bid. Since the bid is over the grant total, I have identified \$5100 within my current budget to make up the difference.

#### Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached).
  
- 2) **Update on Domestic Violence Grant:** The Illinois Criminal Justice Authority has informed us that we could no longer use a deputy's salary as part of our match. We are, therefore, going to have to withdraw our Grant application.



Mr. Tari Renner, Chairman  
Justice Committee  
October 31, 2005  
Page 4

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

Sincerely,

A handwritten signature in cursive script that reads "David Owens". The signature is written in black ink and is positioned above the printed name and title.

David Owens  
Sheriff

DO:jc

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

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

WHEREAS, the County of McLean has booking facilities: and

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

NOW THEREFORE, the parties hereto agree as follows:

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

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

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

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

5. The City will pay the County at an annual rate of Nineteen Thousand Six Hundred Five Dollars (\$19,605.00) per year for booking services. The City will pay this

fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,633.75 at the first of each month.

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

8. This agreement shall be in effect from January 1, 2006 through December 31, 2006. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

\_\_\_\_\_  
Steve Stockton, Mayor  
City of Bloomington

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Tracy Covert, City Clerk  
City of Bloomington

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

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

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

\_\_\_\_\_  
Roger Aiken, Chief of Police  
City of Bloomington

\_\_\_\_\_  
David Owens, Sheriff of  
McLean County

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

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

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

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

WHEREAS, the County of McLean has booking facilities: and

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

NOW THEREFORE, the parties hereto agree as follows:

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

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

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

4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The Town will pay the County at an annual rate of Nineteen Thousand Six Hundred Five Dollars (\$19,605.00) per year for booking services. The Town will pay this

fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,633.75 at the first of each month.

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

8. This agreement shall be in effect from January 1, 2006 through December 31, 2006. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

\_\_\_\_\_  
Chris Koos, Mayor  
Town of Normal

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Wendellyn Briggs, Town Clerk  
Town of Normal

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

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

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

\_\_\_\_\_  
Kent Crutcher, Chief of Police  
Town of Normal

\_\_\_\_\_  
David G. Owens, Sheriff of  
McLean County

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

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

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

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

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

NOW, THEREFORE, the parties hereto agree as follows:

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

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

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

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

5. Illinois State University will pay the County a flat annual fee of Nine Hundred Eighty Dollars (\$980.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

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

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

8. This agreement shall be in effect from January 1, 2006 through December 31, 2006. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

**APPROVED:**

**ILLINOIS STATE UNIVERSITY**

\_\_\_\_\_  
Stephen M. Bragg, Vice President  
for Finance and Planning

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

\_\_\_\_\_  
Ronald D. Swan, Chief of Police  
Illinois State University

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
General Counsel  
Illinois State University

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

**APPROVED:**

**COUNTY OF McLEAN**

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

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

**ATTEST:**

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

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

\_\_\_\_\_  
David G. Owens, Sheriff of  
McLean County

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

**APPROVED AS TO FORM:**

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

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

# Service Agreement

## PAXTON'S INC. Maintenance Contract

Customer Name & Mailing Address:

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

Contact Name Jan Clark

Contact Phone 888-5034 Fax 888-5072

Service Commencement Date January 1, 2006

Payable:  Monthly  Quarterly  Annual

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

### Acceptance

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



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

**Term**

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

**Service Availability**

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

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

Monday through Friday 8 am  
5 pm

**Excluding holidays indicated**

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

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

**Service and Maintenance Options**

*(indicate selection(s) on Exhibit A)*

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

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

Zone 1 Emergency Service within \_\_\_\_\_ hours  
Zone 1 Standard Service within 24 hours  
Zone 2 Emergency Service within \_\_\_\_\_ hours  
Zone 2 Standard Service within \_\_\_\_\_ hours

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

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

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

#### **Charges**

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

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

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

#### *Exclusions*

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

#### *Termination*

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

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

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

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

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

#### *Hazardous Products*

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

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

***Limitation of Liability***

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

***Indemnification***

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

***General***

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

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

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

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

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

**Acceptance**

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Wayne Urfer  
Jim Killoran 661-6444

Title Service manager Date Automatic Renewal

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

**Address:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

ADOPTED by the McLean County Board this \_\_\_\_\_, of \_\_\_\_\_, 2005

APPROVED:

ATTESTED:

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

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

# Equipment List

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

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

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

**Accepted**  
 Company Signature Jim Killoran

Printed Name Jim Killoran

Title Service Manager Date: \_\_\_\_\_

Company Signature David Owens

Printed Name David Owens

Title Sheriff Date: \_\_\_\_\_



### Chemical Quotes for 2006

\*\* Ecolab Inc. is the Manufacturer \*\*

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION METERAL DATA SAFETY SHEET ENCLOSED
<b>LIQUID LAUNDRY DETERGENT</b>	16326 TriStar Flexylite 5/gl \$59.85/pail	yes	No, 100% Parts for Dispensing System	4 pail	yes
<b>LIQUID LAUNDRY DESTAINER/ BLEACH</b>	15982 Laundri Destainer 5/gl \$34.50/pail	yes	No, 100% Parts for Dispensing System	4 pails	yes
<b>LIQUID LOW- TEMP DISH MACHINE DETERGENT</b>	14514 H.D. Eco Klene 5gal \$50.50/pail	yes	yes	3 pails	yes
<b>LIQUID LOW- TEMP DISH MACHINE RINSE</b>	15172 Ultra Dry 4.5gal/pail \$75.00/pail	yes	yes	1 pail	yes
<b>LIQUID LOW- TEMP DISH MACHINE SANITIZER</b>	13961 Ultra San 5gal/pail \$30.50/pail	yes	yes	2 pails	yes
<b>LIQUID DELIMER</b>	12021 Lime-A-Way 4/1gal \$33.50/case	yes	No, 100% Parts for Dispensing System	1 gallon	yes
<b>Third Sink Sanitizer</b>	11023 Ster Bac Blu 4/1gal \$48.50/cs	yes	No, 100% Parts for Dispensing System	2 gallons	yes
<b>Pot and Pan Soap</b>	17301 Solitaire 4/5# 115.00/case	yes	No, 100% parts for Dispensing System	1 capsule	yes

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

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Thomas E. Ohs, Manager Bid Contracts

Date of Quote 9/21/05

Company Telephone Number 800-352-5326 x4310

Total Quote for Chemicals \$ 7,899.18

Additional Comments

Signature of Authorized Agent 

## CONTRACT – INMATE CHAPLAIN

This contract entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2005 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

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

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

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

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

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

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

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

McLean County agrees to pay the Inmate Chaplain the Contract price of \$10,654.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2006. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

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

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

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

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

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

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

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

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

ADOPTED by the County Board of McLean County, Illinois, this \_\_\_\_\_ day of December 2005.

---

Colleen Bennett

---

Sheriff Dave Owens

APPROVED:

---

Michael Sweeney, Chairman  
McLean County Board

ATTEST:

---

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

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

**McLEAN COUNTY JAIL EDUCATION PROGRAM**

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

**1. SCOPE OF PROGRAM:**

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

**A. Instruction for adults.**

**2. RESPONSIBILITIES OF ROE:**

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

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

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

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

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

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

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

3. **RESPONSIBILITIES OF JAIL:**

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

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

4. **INSURANCE AND BENEFITS:**

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

5. **RESOLUTION OF PROBLEMS:**

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

6. **PRIOR AGREEMENTS AND AMENDMENTS:**

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

**7. DURATION OF AGREEMENT:**

This Agreement shall be effective on January 1, 2006, through December 31, 2006.

**8. COMPENSATION:**

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

- A. \$7,700.00 no later than January 15, 2006, and
- B. \$7,700.00 no later than July 1, 2006.

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

**McLean County Sheriff's Department**

By: \_\_\_\_\_ Date \_\_\_\_\_, David G. Owens, Sheriff

**Regional Office of Education  
McLean and DeWitt Counties**

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

**McLean County Board:**

By: \_\_\_\_\_ Date \_\_\_\_\_  
Michael Sweeney, Chairman

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

**AMENDMENT TO THE**

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE  
COUNTY OF McLEAN, THE McLEAN COUNTY SHERIFF AND  
THE BLOOMINGTON-NORMAL AIRPORT AUTHORITY**

WHEREAS, an Intergovernmental Agreement was entered into by and between the parties on June 21, 2005; and

WHEREAS, Paragraph 8 of the Agreement provides that additional full-time Sheriff's Deputies may be added to the security detail at the Central Illinois Regional Airport by mutual agreement of the parties, subject to the approval of an amendment to this Agreement, adequate personnel availability and adequate funding for reimbursement; and

WHEREAS, the parties hereto desire to add one (1) additional full-time Sheriff's Deputy to the security detail at the Central Illinois Regional Airport; and

WHEREAS, the parties hereto have determined that adequate personnel and funding for reimbursement are available; now, therefore

IT IS AGREED by the parties as follows:

1. That Paragraph 1 of the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority be amended to read:

That the Sheriff shall provide the Airport with the services of two full-time Sheriff's Deputies to provide general security at the Central Illinois Regional Airport for eighty (80) hours per week based upon a schedule to be mutually agreed upon by the Sheriff and the Airport. Additional days and hours shall also be subject to mutual agreement.

2. That Paragraph 2 of the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority be amended to read:

That the Airport acknowledges that such full-time Sheriff's Deputies shall be considered on duty and subject to the direction and control of the Sheriff.

3. That Paragraph 3 of the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority be amended to read:

That the Airport agrees to reimburse the County an amount equivalent to the salary, benefits and related personnel costs for two (2) full-time Sheriff's Deputies from funds provided to the Airport by the Federal Transportation Security Administration (the "TSA") so long as such reimbursement does not exceed the maximum amount allowed for sixteen (16) hours a day for seven (7) days per week.

4. That Paragraph 5 of the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority be amended to read:

That the parties acknowledge that on occasion, the Sheriff's Deputies may be unable to provide service due to a personnel shortage, an emergency situation or exigent circumstances. The Sheriff agrees to notify the Airport in advance, whenever possible, or within a reasonable period of time should such a situation arise and will not bill the Airport for any hours or services that were not provided.

5. That the effective dates of this amended Agreement shall be from January 1, 2006 through and including December 31, 2008.

6. With the exception of the amendments set forth herein, the Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority entered into on June 21, 2005 shall remain the same and continue to be in full force and effect.

Signed this \_\_\_\_ day of November, 2005.

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McLean County Sheriff



Signed this \_\_\_\_ day of November, 2005.

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Bloomington-Normal Airport Authority

Signed this \_\_\_\_ day of November, 2005.

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Chairman, McLean County Board

Attested this \_\_\_\_ day of November, 2005.

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Clerk of the McLean County Board

**INTERGOVERNMENTAL AGREEMENT BY AND  
BETWEEN THE COUNTY OF McLEAN,  
THE McLEAN COUNTY SHERIFF AND THE  
BLOOMINGTON-NORMAL AIRPORT AUTHORITY**

THIS AGREEMENT, made this \_\_\_\_ day of June, 2005 by and between the County of McLean, (the "County"), the McLean County Sheriff, (the "Sheriff"), and the Bloomington-Normal Airport Authority ("the Airport").

WHEREAS, the Airport desires to obtain the services of a full-time Sheriff's Deputy to provide general security for its Central Illinois Regional Airport, in addition to the part-time Sheriff's Deputy currently provided by the Sheriff pursuant to an "Agreement for Police Services" which became effective February 25, 2005 through August 25, 2005; and

WHEREAS, the Sheriff and the County deem it to be in the best interest of the citizens of McLean County that a full-time Sheriff's Deputy be stationed at the Central Illinois Regional Airport for general security purposes; and

WHEREAS, the Airport desires to defray the Sheriff's costs of providing such full-time Sheriff's Deputy through funds provided by the Federal Transportation Security Administration; now, therefore,

IT IS AGREED by the parties as follows:

1. That the Sheriff shall provide the Airport with the services of a full-time Sheriff's Deputy to provide general security at the Central Illinois Regional Airport for eight (8) hours per day or for forty (40) hours per week based upon a schedule to be mutually agreed upon by the Sheriff and the Airport. Additional days and hours shall also be subject to mutual agreement.
2. That the Airport acknowledges that such full-time Sheriff's Deputy shall be considered on duty and subject to the direction and control of the Sheriff.
3. That the Airport agrees to reimburse the County an amount equivalent to the salary, benefits and related personnel costs for one (1) full-time Sheriff's Deputy from funds provided to the Airport by the Federal

Transportation Security Administration (the "TSA") so long as such reimbursement does not exceed \$31.04 per hour for sixteen (16) hours a day for seven (7) days per week.

4. That so long as TSA funds are used for such reimbursement, workers' compensation and liability coverage will be available to the County and the Sheriff subject to the terms of the "Law Enforcement Reimbursement Agreement between the Transportation Security Administration and the Bloomington-Normal Airport Authority" (the "TSA Agreement").<sup>1</sup>
5. That the parties acknowledge that on occasion, a Sheriff's Deputy may be unable to provide service due to a personnel shortage, an emergency situation or exigent circumstances. The Sheriff agrees to notify the Airport in advance, whenever possible, or within a reasonable period of time should such a situation arise and will not bill the Airport for any hours or services that were not provided.
6. That the Airport agrees to indemnify and hold the County and the Sheriff harmless from any and all liability which may arise due to the acts or omissions of the Airport, its officers, agents and/or employees.
7. That the County and the Sheriff agree to indemnify and hold the Airport harmless from any and all liability which may arise due to the acts or omissions of the County, the Sheriff, their officers, agents, and employees.
8. That additional full-time Sheriff's Deputies may be added to the security detail at the Central Illinois Regional Airport by mutual agreement of the parties, subject to the approval of an amendment to this Agreement, adequate personnel availability and adequate funding for reimbursement.
9. The parties agree that this Agreement may be terminated by either party with thirty (30) days written notice to the other party. This Agreement may also be terminated if TSA funding becomes unavailable to the Airport at any time during the effective dates of this

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<sup>1</sup> It is expressly agreed by the parties that all references to the "City of Bloomington Police Department" in the TSA Agreement shall now mean the "McLean County Sheriff's Department".

Agreement. The Airport shall be responsible for the full cost of all services rendered, but not reimbursed, if TSA funding is not available.

10. That the effective dates of this Agreement shall be from August 1, 2005 through and including July 31, 2006.

Signed this \_\_\_\_ day of June, 2005.

\_\_\_\_\_  
McLean County Sheriff

Signed this \_\_\_\_ day of June, 2005.

\_\_\_\_\_  
Bloomington-Normal Airport Authority

Signed this \_\_\_\_ day of June, 2005.

\_\_\_\_\_  
Chairman, McLean County Board

Attested this \_\_\_\_ day of June, 2005.

\_\_\_\_\_  
Clerk of the McLean County Board

**BID OPENING TABULATION SHEET**  
**Exterior Cameras for Law and Justice Center**  
**Thursday, September 29, 2005 at 10:00 a.m.**  
**Sheriff's Dept. Conference Room**

<u>Firm:</u>	<u>Base Bid:</u>	<u>Alternate Bid:</u>
1. <u>DM Mattson</u>	<u>\$ 52,700.00</u>	<u>\$ 120.00 OR \$ 750.00</u>
2. <u>Thompson Electronics</u>	<u>NO Bid</u>	<u>_____</u>
3. <u>SimplexGrinnell</u>	<u>\$ 54,991.00</u>	<u>included in base bid</u>
4. <u>Midco, Inc.</u>	<u>72,817.98</u>	<u>\$ 9,400.00</u>
5. <u>Lamarco Sys.</u>	<u>65,775.00</u>	<u>included in base bid</u>
6. <u>Dynamic Controls</u>	<u>No Bid</u>	<u>_____</u>
7. <u>Heart Technologies</u>	<u>89,600.00</u>	<u>No bid</u>
8. <u>ADT</u>	<u>No Bid</u>	<u>_____</u>
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____

Officiated by:

Jack Moody  
Lt. M. E. Gray

**An EMERGENCY APPROPRIATION Ordinance  
Amending the McLean County Fiscal Year 2005  
Combined Annual Appropriation and Budget Ordinance  
Sheriff's Department 0029**

**WHEREAS**, the McLean County Board, on November 16, 2004, 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 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

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

**WHEREAS**, the Sheriff's Department obtained grant funds from the Illinois Criminal Justice Information Authority in the amount of \$17,008.00 to purchase an upgraded LiveScan Identification Machine for the Jail; and

**WHEREAS**, the grant from the Illinois Criminal Justice Information Authority requires a 25 percent local match in the amount of \$5,670.00, which the Sheriff has identified from existing funds within the current Fiscal Year 2005 budget for the Sheriff's Department; and

**WHEREAS**, the Justice Committee, at a special meeting on Tuesday approved and recommended to the County Board an Emergency Appropriation Ordinance to recognize the receipt and expenditure of certain grant funds; now therefore,

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

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

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Sheriff's Office-LiveScan 0001-0029-0031-0407.0140	\$ 0.00	\$ 17,008.00	\$ 17,008.00

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

Sheriff's Office-Equip. Mnt. 0001-0029-0031-0750.0001	\$ 0.00	\$ 158.00	\$ 158.00
Sheriff's Office-Computer Equip. 0001-0029-0031-0833.0002	\$ 0.00	\$ 253.00	\$ 253.00
Sheriff's Office-Capitalized Assets 0001-0029-0031-0850.0001	\$ 0.00	<u>\$ 16,597.00</u>	\$ 16,597.00
TOTAL		\$ 17,008.00	

Administrator, County Auditor, County Treasurer, and the Sheriff and Chief Deputy Sheriff.

**ADOPTED** by the County Board of McLean County this

**ATTEST:**

**APPROVED:**

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

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Michael F. Sweeney, Chairman  
McLean County Board

EA\_SHERICIALS\_OCT05

MCDF-Population Report  
 Fourth Quarter  
 October / 2005

Date	Total		IN House	Female		Male		Spec Needs		Str. Sent		Work Rel/Weekend		Work Rel/Weekend		Other Fac	
	Pop							Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
1	215	197	32	183	7	14	4	35	12	3	12	0	12	0	12		
2	221	204	36	185	9	16	3	32	12	3	12	0	12	0	12		
3	227	204	36	191	10	17	2	32	13	3	13	0	12	0	12		
4	219	194	30	189	7	25	3	35	15	3	15	0	12	0	12		
5	204	178	33	171	9	10	3	36	15	4	15	0	12	0	12		
6	212	199	33	179	9	12	4	38	15	4	15	0	1	0	0		
7	212	197	31	181	7	12	4	35	15	4	15	0	0	0	0		
8	218	208	33	185	9	12	6	39	15	4	15	0	0	0	0		
9	222	213	35	187	9	10	8	40	14	4	14	0	0	0	0		
10	219	206	36	183	12	13	6	37	14	4	14	0	0	0	0		
11	223	211	39	184	12	11	6	36	14	4	14	0	0	0	0		
12	211	200	31	180	10	12	6	34	13	4	13	0	0	0	0		
13	217	205	32	185	10	23	6	32	15	3	15	0	0	0	0		
14	214	202	32	182	10	16	6	31	15	3	15	0	0	0	0		
15	218	212	33	185	10	22	6	31	13	4	13	0	0	0	0		
16	210	205	32	178	10	13	6	31	14	4	14	0	0	0	0		
17	212	202	32	180	11	15	6	29	14	4	14	0	0	0	0		
18	206	195	33	173	10	10	6	29	14	4	14	0	0	0	0		
19	209	198	31	178	8	17	6	30	14	4	14	0	0	0	0		
20	200	187	30	170	9	20	6	30	13	4	13	0	0	0	0		
21	197	184	28	169	7	13	6	31	14	4	14	0	0	0	0		
22	200	195	29	171	6	21	8	33	15	4	15	0	0	0	0		
23	201	197	29	172	5	21	7	32	15	4	15	0	0	0	0		
24	194	182	26	168	5	17	7	31	15	4	15	0	0	0	0		
25	209	198	31	178	7	21	7	33	15	4	15	0	0	0	0		
26	207	193	32	175	7	15	8	30	16	4	16	0	0	0	0		
27	206	192	29	177	6	12	6	30	16	4	16	0	0	0	0		
28	215	202	32	183	6	19	7	32	15	4	15	0	0	0	0		
29	226	219	39	187	10	23	8	34	16	5	16	0	0	0	0		
30	219	214	36	183	6	17	9	34	16	6	16	0	0	0	0		
31	221	208	37	184	9	16	8	32	14	6	14	0	0	0	0		
Total	6584	6201	1008	5576	262	495	184	1024	446	123	446	0	61	0	61		
Average																	
Oct-05	212.39	200.03	32.52	179.87	8.45	15.97	5.94	33.03	14.39	3.97	14.39	0.00	1.97	0.00	1.97		



MCDF Average Population  
By Month 2005

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	233.42	203.50	191.29	185.17	193.81	213.07	212.19	211.32	219.63	212.39			207.58
In House	211.45	195.32	187.29	181.17	187.42	198.93	200.58	196.19	199.40	200.03			195.78
Female	31.32	31.14	29.10	29.03	29.03	32.67	36.58	33.48	36.10	32.52			32.1
Male	202.16	172.54	162.19	156.13	164.77	179.80	175.58	177.81	183.03	179.87			175.39
Spec Needs Female	8.29	10.68	8.71	8.13	9.10	9.27	15.23	10.10	9.87	8.45			9.78
Spec Needs Male	13.94	7.96	8.65	10.17	9.52	11.37	11.84	13.61	12.83	15.97			11.59
Str Sent Female	7.29	7.71	8.58	8.00	6.97	8.47	7.32	6.48	5.73	5.94			7.25
Str Sent Male	44.71	28.07	27.84	28.87	26.58	33.50	41.77	35.45	36.80	33.03			33.66
Weekender Work Rel Female	5.10	7.00	3.77	3.37	2.84	3.97	3.84	2.03	2.37	3.97			3.83
Weekender Work Rel Male	10.45	9.54	3.29	3.53	8.74	13.37	14.71	17.32	12.80	14.39			10.81
Other Fac Female	2.52	1.61	0.00	0.00	0.00	0.00	0.00	1.52	0.00	0.00			0.57
Other Fac Male	13.58	.07	0.00	0.00	0.00	2.37	0.00	2.68	11.43	1.97			3.21

**Office of the Coroner  
McLean County  
SEPT REPORT**

	<b>SEPT 2005</b>	<b>SEPT 2004</b>	<b>TYTD 2005</b>	<b>LYTD 2004</b>
<i>Cases</i>	<b>61</b>	67	<b>621</b>	645
<i>Autopsies</i>	7	7	<b>62</b>	78
<i>Out/County Autopsies</i>	<b>12</b>	18	<b>214</b>	262
<i>Inquests</i>	<b>3</b>	7	<b>42</b>	48

**TOTAL DEPOSITS**

	<b>BUDGET</b>	<b>ACTUAL</b>
<i>Copy Fees</i>	\$6,000.00	\$5,014.00
<i>Morgue Fee</i>	\$30,500.00	\$ 46,276.00
<i>Reim/Services</i>	\$250.00	\$100.00
<i>Paid to Facilities Mgt</i>	\$0.00	\$7,864.00

**DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP**

Traffic Crash – 1

Medical/Sudden death – 1

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 5

**OPEN DEATH INVESTIGATIONS**

Traffic Crash – 3                      Homicide – 0

Medical/Sudden death – 2                      Other/Pending - 7

November 7, 2005

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

**Re: Monthly Caseload - MONTH ENDING: September 30, 2005**

Dear Committee Members:

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

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

CASE TYPES	MONTHLY TOTALS 2004	MONTHLY TOTALS 2005	YTD TOTALS 2004	YTD TOTALS 2005	% CHANGE YTD
FELONIES	69	86	679	799	15%
MISDEMEANORS	124	127	919	1,002	8%
DUI	32	21	217	196	<10%>
TRAFFIC	62	47	520	444	<15%>
JUVENILE	12	18	193	157	<19%>
(DELINQUENT)	5	8	115	74	<36%>
(ABUSE/NEGLECT)	7	10	78	83	6%
MENTAL HEALTH CASES	6	4	20	31	35%
Involuntary Commitment	5	3	17	24	29%
Medication Compliance Orders	1	1	3	7	57%
POST-CONVICTION & SVPCA CASES	1	0	3	6	50%
TOTAL	306	303	2,551	2,635	3%

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING September 30, 2005.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	13	94	3
F	JAMES TUSEK	13	96	4
F	RONALD LEWIS	12	94	0
F	BRIAN MCELDFOWNEY	17	98	3
F	JOHN WRIGHT-C	7	60	N/A
F	TERRY DODDS-C	5	60	N/A
F	KELLY STACEY-C	5	59	N/A
F	CARLA HARVEY	7	124	4
M	CARLA HARVEY	24	268	4
F	DAWN NATION	2	53	11
M	DAWN NATION	48	423	2
M	MARINNA WRIGHT	55	311	20
DUI	CHERYL KUNKEL	21	194	16
TR	CHERYL KUNKEL	47	446	11
JD	ART FELDMAN	8	75	2
F	ART FELDMAN	0	2	0
JA	JON MCPHEE	8	60	N/A
JA	ROB KEIR	7	48	N/A
JA	ALAN NOVICK-C	0	4	N/A
PC/SVP	KEITH DAVIS-C	0	6	N/A
PVT	PRIVATE COUNSEL	28	224	N/A
W/D	WITHDRAWN	3	78	N/A

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

C= Contract Attorney (6-7 Cases per Month)

DUI= DUI

TR= Traffic

M= Misdemeanor

November 7, 2005

TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

SEPTEMBER 2005 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	35	54	54
PLEA / LESSER	12	33	6
BENCH TRIAL / WIN	0	1	1
BENCH TRIAL / LOSS	0	0	1
JURY TRIAL / WIN	3	1	0
JURY TRIAL / LOSS	1	0	0
DISMISSED / UPFRONT	4	14	2
DISMISSED / TRIAL	9	26	3
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	5	52	3
PRIVATE COUNSEL	18	6	4
PLEA / BLIND	8	0	0
REFILED AS FELONY	N/A	0	0
WITHDRAWN	0	3	0
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	0	3	0

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2006, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the McLean County Board, in regular session, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the McLean County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2006, commencing December 1, 2005, and ending November 30, 2006, by hereby appropriating the sum of \$27,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2006.

Passed and adopted by the County Board of McLean County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
County Clerk

**McLean County State's Attorney's Office**  
**Juvenile Division**

The juvenile division of the State's Attorney's Office is responsible for both the civil prosecution of parents who have abused and/or neglected their children, and also the criminal prosecution of juveniles who commit delinquent acts. In recent years, there was a movement to assign and retain experienced prosecutors within the juvenile division in an attempt to invest resources in the advocacy of children. This office has attempted to comply with this philosophy.

There are substantial differences between the juvenile division and the remainder of the State's Attorney's office. These exist not only in the rules of evidence, the time frames during which juvenile cases must be prosecuted, the length of time that a case is open, but also the focus of the cases in general. Whether the case involves one of neglect/abuse or delinquency, the juvenile division's focus is to advocate for the minors and their families.

## ABUSE/NEGLECT

### Abuse/Neglect/Dependency Trial Time Constraints/Case Length:

In 2004, AOIC changed the manner in which abuse/neglect/dependency cases were numbered\*\*\*. In previous years, each family received one case number. In 2004, the system was changed to assign a case number to each minor. While the numbers appear higher, the cases are consolidated to keep all siblings within one case number. The statistics below differentiate the families that have newly become involved in the system. All subsequent filings, after the initial petition, occur within the same file (supplemental petitions for adjudication, amendments to petitions, petitions to terminate parental rights). An abuse/neglect case remains "open" until such time as the children have been successfully return to a parent(s) or all parental rights have been terminated and the minors have been adopted. The typical life of an abuse/neglect case is 24-36 months.

When children are taken into protective custody by the police or the Illinois Department of Children and Family Services, the parents who are alleged to have abused/neglected the minors must appear in juvenile court within 48 judicial hours. A probable cause hearing is held at that time, and trial on the charges must occur within 90 days thereafter. Likewise, subsequent hearings are required within 30 days post-adjudication and then every six months thereafter, or as often as necessary, to ensure permanency for the minors in as prompt a manner as possible.

Abuse/neglect cases adhere to a varigated version of the civil rules of procedure, as juvenile court is a hybrid of the court systems (example: rules of evidence are more lax to ensure the best interest of the child standard is met).

### Abuse/Neglect/Dependency Statistics:

<u>Year</u>	<u>New Cases Filed In</u>	<u>Total Petitions Filed In*</u>
2003	114 (including 5 afterborn)	167
2004	224 (105 new families)***	317
2005**	131 (70 new families) ***	213 (includes 35 new petitions to terminate)

**As of October 15, 2005, there are 203 ACTIVE cases in the abuse/neglect system (this caseload represents 363 actual children).**

- This figure includes the original petition filed in a case, supplemental Petitions, amendments to petitions , contempt petitions and petitions to terminate.

\*\* As of October 15, 2005

\*\*\*AIOC changed numbering system

**Number of Abuse/Neglect Hearings from 1-1-05 to 10-15-05: 893**

**Number of Days Per Week- ASA is in court: 4**



## DELINQUENCY

### Delinquency Trial Time Constraints/Case Length:

Each juvenile that is charged with having committed a criminal offense is assigned a separate case and case number. That case number follows the juvenile through his/her youth, and new offenses committed at a later date by the minor are filed within the original case, as are petitions to revoke terms of probation, etc.. The case remains open until the juvenile successfully completes their continuing order (supervision, conditional discharge or probation) or until such time as their continuing order is terminated as unsuccessful and they serve adult jail time, or their probation is revoked and the juvenile is sentenced to the Illinois Juvenile Department of Corrections. A delinquency case can remain "alive" from one to five years.

Juvenile delinquency cases adhere to criminal court rules of trial procedure, while at the same time they are under much stricter time constraints than their adult counterparts. When a juvenile commits a crime and is taken into detention, the minor must be tried on the offense within 30 days of the detention; likewise, an offender detained for a petition to revoke must be tried within 14 days of detention.

### Delinquency Statistics:

<u>Year</u>	<u>New Cases Filed In</u>	<u>Total Petitions Filed In*</u>
2003	110	272
2004	175 / 12 truancy	381
2005**	108 / 11 truancy / 1-MRAI	266

- This figure includes the original petition filed in a case, supplemental petitions, amendments to petitions, petitions to revoke, contempt petitions, and truanancies.

\*\* As of October 15, 2005

Number of Delinquency Hearings from 1-1-05 to 10-15-05: 805

Number of Days Per Week – Delinquency ASA is in court: 2 (2.5 as of October)

## McLean County State's Attorney's Office 2005 Case Load Report

	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2005 YTD	2004 YTD	2004 Total	2005 Projected
<b>CRIMINAL</b>																
Felony	107	120	102	84	123	103	84	133	106	108			1070	945	1,206	1,285
Misdemeanor	207	197	224	183	221	181	190	165	172	257			1997	1931	2,350	2,398
Asset Forfeiture	16	8	20	6	18	3	17	10	9	15			122	77	103	146
<b>Family Totals</b>	<b>50</b>	<b>36</b>	<b>57</b>	<b>32</b>	<b>70</b>	<b>68</b>	<b>62</b>	<b>51</b>	<b>67</b>	<b>85</b>			<b>578</b>	<b>396</b>	<b>515</b>	<b>694</b>
Family	36	19	40	24	58	57	38	33	50	64			419	250	334	503
Order of Protection	14	17	17	8	12	11	24	18	17	21			159	146	181	191
<b>Juvenile Totals</b>	<b>24</b>	<b>18</b>	<b>22</b>	<b>29</b>	<b>43</b>	<b>35</b>	<b>19</b>	<b>20</b>	<b>19</b>	<b>26</b>			<b>255</b>	<b>348</b>	<b>422</b>	<b>306</b>
Juvenile	0	1	5	0	6	0	0	0	0	1			13	11	12	16
Juvenile Abuse	12	9	13	15	17	26	15	11	7	8			133	182	224	160
Juvenile Delinquency	12	8	4	14	20	9	4	9	12	17			109	144	175	131
<b>Traffic Totals</b>	<b>2,037</b>	<b>2,672</b>	<b>2,808</b>	<b>1,867</b>	<b>3,007</b>	<b>2,810</b>	<b>2,357</b>	<b>2,782</b>	<b>2,356</b>	<b>2,971</b>			<b>25,667</b>	<b>23,251</b>	<b>28,410</b>	<b>30,817</b>
Traffic	1,958	2,598	2,710	1,811	2,934	2,750	2,285	2,716	2,295	2,871			24,928	22,479	27,463	29,930
DUI Traffic	79	74	98	56	73	60	72	66	61	100			739	772	947	887

### CHILD SUPPORT

Paternity cases filed	8	5	12	11	16	15	6	12	18	29			132	30	65	158
Paternity cases established	4	2	4	4	9	4	10	7	6	2			52	48	55	62
Paternities excluded	0	0	1	1	6	1	1	3	1	1			15	11	13	18
Support Orders entered	70	92	62	43	96	54	79	77	121	97			791	775	940	950
Modification proceedings filed	20	20	19	19	19	21	14	17	15	30			194	249	283	233
Modification proceedings adjudicated	7	3	6	8	24	5	17	11	7	7			95	159	181	114
Enforcement actions filed	59	37	64	74	61	41	50	46	46	32			510	544	682	612
Enforcement actions adjudicated	101	115	61	63	107	77	108	99	101	86			918	892	1095	1102
Hearings set before Hearing Officer	70	32	101	32	120	35	108	67	58	78			701	874	1065	842
Orders prepared by Hearing Officer	58	32	88	26	109	24	84	45	56	76			598	733	893	718

2005 Projected = (2005 YTD/Day of Year) x 365 Days

n/c= not calculable

**ASSET FORFEITURE FUND**

**STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE**

**October 31, 2005**

**STATE'S ATTORNEY:**

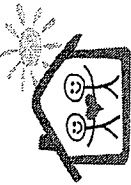
Beginning Balance 01/01/2005	\$ -57,410.90
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>17,057.18</u>
Total Funds Available	\$ -40,353.72
Expenditures	<u>4,746.09</u>
Fund Balance 10/31/05	\$ -45,099.81

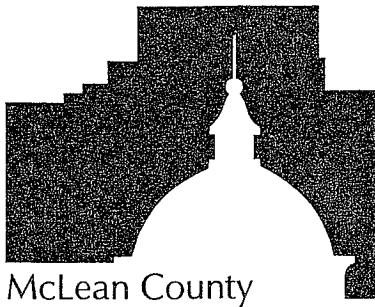
**SHERIFF:**

Beginning Balance 01/01/2005	\$ 39,850.81
Revenue	<u>10,781.71</u>
Total Funds Available	\$ 50,632.52
Expenditures	<u>3,735.37</u>
Fund Balance 10/31/05	\$ 46,897.15

TOTAL FUND BALANCE	October 31, 2005	\$ 1,797.34
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# McLean County Children's Advocacy Center Monthly Statistics September, 2005

	2004 1ST INTERVIEW MONTH/YTD STATS	1ST. INTERVIEW 2005 MONTH/YTD	JUV. SUSPECT INTERVIEW 2005	SIB/WITNESS INTERVIEW 2005	2ND INTERVIEW 2005	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	13/13	19/19	2	4	0	0	25	25
FEBRUARY	12/25	5/24	0	7	0	5	17	42
MARCH	12/37	19/43	1	5	0	2	27	69
APRIL	15/52	17/60	0	0	3	0	20	89
MAY	15/67	8/68	1	3	0	0	12	101
JUNE	14/81	17/85	0	3	2	2	24	125
JULY	21/102	17/102	1	3	2	2	25	150
AUGUST	18/120	13/115	0	1	1	5	20	170
SEPTEMBER	16/136	10/125	0	3	0	2	15	185
OCTOBER	10/146							
NOVEMBER	12/158							
DECEMBER	20/178							
YEAR TO DATE TOTALS	178	125	5	29	8	18	185	185



## COURT SERVICES

Roxanne K. Castleman, Director

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

Adult Division: (309) 888-5360

Fax (309) 888-5434

Room 103


Juvenile Division: (309) 888-5370

Fax (309) 888-5831

Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: October 31, 2005

RE: Juvenile Detention Bed Space Contract with Livingston County

---

I have attached a contract for lease of space in the McLean County Detention Center, which Livingston County is seeking to enter into. This contract guarantees Livingston County 150 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day.

This contract language has changed as follows: Any unused detention days will be allowed to be carried over to a 2006 contract.

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

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

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

**I. PURPOSE**

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

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

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

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

**WHEREAS**, The County of Livingston has used all of the detention days provided for in the first contract for the year 2005; and

**WHEREAS**, The County of Livingston is in need of additional detention days; and

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

**NOW THEREFORE** the County of McLean and The County of Livingston agree as follows:

**II. PARTIES**

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

**III. TERMS**

One hundred Fifty (150) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2006 year then any unused days may be added to the 2006 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$12,000.

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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

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

#### **IV. BILLING**

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

#### **V. DETAINEES**

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

#### **VI. NOTIFICATION**

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

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

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

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

#### **VII. TRANSPORTATION**

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

### **VIII. MEDICAL AND MENTAL HEALTH CARE**

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

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

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

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

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

### **IX. LIABILITY**

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

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).



**X. SEVERABILITY**

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

**XI. SUPERSEDES OTHER AGREEMENTS**

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

**XII. ABIDE BY LAWS**

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

**XIII. AMENDMENT OF AGREEMENT**

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

**XIV. NOTICES**

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

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

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

**XV. TERMINATION OF AGREEMENT**

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

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

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

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Livingston County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

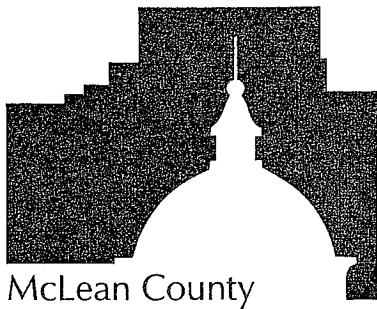
**ATTEST:**

\_\_\_\_\_  
Livingston County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



## COURT SERVICES

Roxanne K. Castleman, Director

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Juvenile Division: (309) 888-5370

Fax (309) 888-5831

Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RC*

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: October 31, 2005

RE: Juvenile Detention Bed Space Contract with Woodford County

---

I have attached a contract for lease of space in the McLean County Detention Center, which Woodford County is seeking to enter into. This contract guarantees Woodford County 150 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day.

This contract language has changed as follows: Any unused detention days will be allowed to be carried over to a 2006 contract.

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

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

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

**I. PURPOSE**

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

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

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

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

**WHEREAS**, The County of Woodford has used all of the detention days provided for in the first and second contracts for the year 2005; and

**WHEREAS**, The County of Woodford is in need of additional detention days; and

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

**NOW THEREFORE** the County of McLean and The County of Woodford agree as follows:

**II. PARTIES**

McLean is the receiving County. Woodford is the transmitting County.

**III. TERMS**

One hundred Fifty (150) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2006 year then any unused days may be added to the 2006 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$12,000.

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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

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

#### **IV. BILLING**

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

#### **V. DETAINEES**

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

#### **VI. NOTIFICATION**

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

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

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

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any

information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

## **VII. TRANSPORTATION**

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

## **VIII. MEDICAL AND MENTAL HEALTH CARE**

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

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

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

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

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

## **IX. LIABILITY**

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

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County

which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

#### **X. SEVERABILITY**

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

#### **XI. SUPERSEDES OTHER AGREEMENTS**

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

#### **XII. ABIDE BY LAWS**

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

#### **XIII. AMENDMENT OF AGREEMENT**

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

#### **XIV. NOTICES**

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

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

Matthew Noar  
Director of Court Services  
105 E. Court Street  
Eureka, Illinois 61530

**XV. TERMINATION OF AGREEMENT**

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

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

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

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Woodford County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

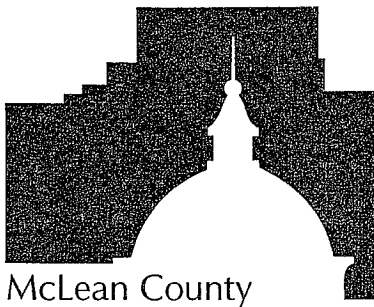
\_\_\_\_\_  
Woodford County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





## COURT SERVICES

Roxanne K. Castleman, Director

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

Adult Division: (309) 888-5360

Fax (309) 888-5434

Room 103

Juvenile Division: (309) 888-5370

Fax (309) 888-5831

Room 601

# Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: October 31, 2005

RE: Juvenile Detention Bed Space Contract with Logan County

---

I have attached a contract for lease of space in the McLean County Detention Center, which Logan County is seeking to enter into. This contract guarantees Logan County 150 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day.

This contract language has changed as follows: Any unused detention days will be allowed to be carried over to a 2006 contract.

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

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

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

**I. PURPOSE**

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

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

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

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

**WHEREAS**, The County of Logan has used all of the detention days provided for in the first, second and third contracts for the year 2005; and

**WHEREAS**, The County of Logan is in need of additional detention days; and

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

**NOW THEREFORE** the County of McLean and The County of Logan agree as follows:

**II. PARTIES**

McLean is the receiving County. Logan is the transmitting County.

**III. TERMS**

One hundred fifty (150) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. If the transmitting county enters into a subsequent contract for 2006 year then any unused days may be added to the 2006 contract. If the transmitting county does not enter into another contract Detention days will not be accumulated and may not be used beyond the end of this contract.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$12,000.

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

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

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

#### **IV. BILLING**

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

#### **V. DETAINEES**

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

#### **VI. NOTIFICATION**

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

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

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

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric

evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

## **VII. TRANSPORTATION**

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

## **VIII. MEDICAL AND MENTAL HEALTH CARE**

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

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

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

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

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

## **IX. LIABILITY**

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

Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

**X. SEVERABILITY**

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

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**XIV. NOTICES**

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

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

Dean Aeilts  
Chief Probation Officer  
Logan County Courthouse  
Room 16  
Lincoln, Illinois 62656

**XV. TERMINATION OF AGREEMENT**

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

**XVI. INTERPRETATION OF THIS AGREEMENT**

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

**XVII. CONTRACT PERIOD AND RENEWAL**

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**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Logan County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Logan County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

September 2005

## COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

### ADULT DIVISION

6 Officer Supervision Unit, plus 3 Officer PSI Unit, and 1 Intake Officer

Total Caseload – 978 (994 last month)

Average caseload per officer 163 (60 AOIC recommendation – 172 last month)

Presentence Reports Completed – 22 (41 last month)

\* Total Workload Hours Needed – 1598.30 (1902.30 last month)

\*\* Total Hours Available - 1500.00

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

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

AOIC workload standards indicate **an additional .16 adult officers are needed.** (2.18 last month)

### JUVENILE DIVISION

4 Officer Division

Total Caseload – 139 (140 last month)

Average caseload per officer 35.00 (33 AOIC recommendation)

Social History Reports Completed – 19 (9 last month)

\* Total Workload Hours Needed – 649.50 (533.50 last month)

\*\* Total Hours Available 600.00

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

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

AOIC workload standards indicate **an additional .33 juvenile officers are needed.** (.44 last month)

### EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 38

September 2005

## **SPECIAL PROGRAMS**

### **INTENSIVE PROBATION UNIT ADULT**

2 person unit with a maximum caseload of 40

Total Caseload – 38 (41 last month)

### **INTENSIVE PROBATION UNIT JUVENILE**

1 ½ person unit with a maximum caseload of 15

Total Caseload – 16 (13 last month)

### **DRIVING UNDER THE INFLUENCE UNIT**

1 person unit with a maximum caseload of 40

Total Caseload - 52 (55 last month)

### **JUVENILE INTAKE**

2 person unit

Total Preliminary Conferences - 27 (14 last month)

Total Caseload Informal Probation – 33 (36 last month)

Total Intake Screen Reports – 124 (195 last month)

### **COMMUNITY SERVICE PROGRAM**

2 person unit

Total Caseload Adult - 436 (459 last month)

Total Caseload Juvenile - 55 (59 last month)

Total Hours Completed Adult – 4458.00 (\$23,404.50 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 290.00 (\$1,522.50 Symbolic Restitution \$5.25)

Total Worksites Used – 38 (38 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 130 (128 last month)

Total Court Supervision/Conditional Discharge Caseload – 547 (537 last month)





2005  
**JUVENILE DETENTION CENTER**  
**MCLEAN COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Possession of Cannabis	0	0	1	0	0	0	0	0	0			
Possession of Cannabis With Intent to Deliver	1	1	0	0	0	0	0	0	0			
Possession of Cannabis With Intent to Deliver on School Grounds	0	0	0	0	1	0	0	0	0			
Possession of Controlled Substance	0	1	0	0	0	0	0	1	0			
Predatory Aggravated Criminal Sexual Assault	1	0	0	0	0	0	0	0	0			
Request for Apprehension	3	1	2	3	2	1	2	1	1			
Residential Burglary	0	0	0	4	2	0	0	2	0			
Robbery	1	0	0	0	0	0	1	0	0			
Theft Under from School	0	0	0	0	0	0	0	0	1			
Unlawful Use of Weapons	0	0	1	0	0	0	0	0	0			
<b>Residence of Minors Detained</b>												
Bloomington	12	12	10	8	10	4	14	6	12			
Normal	3	3	4	8	7	2	1	4	0			
Bellflower	0	0	0	0	0	0	1	1	0			
Chenoa	0	1	0	0	0	0	0	0	0			
Chicago	0	1	0	0	1	0	0	0	0			
Colfax	0	0	0	0	2	0	0	0	0			
Decatur	0	1	0	1	0	0	0	0	0			
Downs	0	0	0	0	0	1	0	0	0			
Fairbury	0	0	1	0	0	0	0	0	0			
Heyworth	1	0	0	1	0	0	0	0	0			
Lexington	0	0	1	0	0	0	0	0	0			
Onarga	0	0	0	1	0	0	0	0	0			
Peoria	0	1	0	1	0	0	0	0	0			
Ransom	0	0	1	0	0	0	0	0	0			
Springfield	0	0	0	1	1	0	0	0	0			
Towanda	0	0	0	0	0	1	0	0	0			

2005  
**JUVENILE DETENTION CENTER**  
**MCLEAN COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Average Daily Population	8.7	10.9	8.7	9.9	8.8	7.1	9.5	12.1	13.2			
Average Daily Population: YTD	8.7	9.8	9.4	9.6	9.4	9	9.1	9.5	9.9			
Number of Days in Detention	271	305	269	296	272	214	293	374	395			
Revenue:	50	50	50	50	0	50	0	400	0			



2005  
JUVENILE DETENTION CENTER  
OUT OF COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
DOC Warrant	0	1	0	0	0	1	0	0	0	1		
Domestic Battery	0	1	1	1	4	1	1	0	0	2		
Escape	0	0	0	0	0	0	0	0	1	0		
Felony Theft	0	0	0	0	2	0	0	0	0	0		
Harassment by Telephone	0	1	0	0	0	0	0	0	0	0		
Home Confinement Violation	0	0	1	1	0	1	1	0	0	0		
Mail Tampering	0	0	1	0	0	0	0	0	0	0		
Motor Vehicle Theft	0	0	0	0	1	0	0	1	0	0		
Possession of Cannabis	0	0	0	1	0	0	0	0	0	0		
Possession of Stolen Vehicle	0	0	0	0	1	0	0	0	0	0		
Probation Violation	0	0	0	0	2	2	1	0	0	0		
Residential Burglary	0	0	0	0	0	0	1	1	0	0		
Theft Over \$300	0	0	0	0	0	0	0	0	0	1		
Unlawful Restraint	0	0	0	0	0	0	1	0	0	0		
<b>Residence of Minors Detained</b>												
Adams	0	0	0	0	0	1	0	0	0	0		
Bureau	0	0	0	3	1	0	0	0	0	0		
DOC	0	1	0	0	1	0	0	0	0	1		
DeWitt	0	0	0	1	4	0	0	1	1	4		
DuPage	1	0	0	0	0	0	0	0	0	0		
Ford	0	0	0	0	0	0	1	0	0	0		
Fulton	0	0	0	0	2	0	0	0	0	0		
Grundy	0	0	0	0	0	0	0	0	0	0		
Henry	0	0	0	0	1	0	0	0	0	0		
Livingston	4	8	9	9	6	7	1	2	4	5		
Logan	4	11	4	18	4	5	1	6	9	0		
Mason	0	0	0	0	0	0	0	2	0	0		
Mercer	0	1	0	0	0	0	0	0	0	0		
Moultrie	0	0	0	0	0	0	0	0	0	1		
Putnam	0	1	0	0	0	0	0	0	0	0		
Rock Island	1	1	0	2	0	0	1	0	0	0		
Tazewell	0	1	3	5	8	7	9	2	0	0		
Whiteside	0	0	0	0	0	0	1	0	0	0		

