



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

**Tuesday, April 7, 2009**  
**4:30 p.m.**

1. Roll Call
2. Chairman's Approval of Minutes – March 3, 2009  
February 17, 2009 Stand-up Meeting
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Judy Renner, Director, Children's Advocacy Center
    - 1) Items to be Presented for Information:
      - a) Monthly Statistical Report 1
      - b) CASA Report 2
      - c) General Report
      - d) Other
  - B. Cindy Brand, Jury Commission
    - 1) Items to be Presented for Information:
      - a) Quarterly Report 3-6
      - b) General Report
      - c) Other
  - C. Don Everhart, McLean County Circuit Clerk
    - 1) Items to be Presented for Information:
      - a) Statistical Reports, February 2009 7-15
      - b) General Report
      - c) Other

D.	Lori McCormick, Director, Court Services	
	1) <u>Items to be Presented for Action:</u>	
	a) Request Approval of an Agreement between McLean County and the Board of Trustees of Illinois State University for the Redeploy Illinois Program	16-19
	b) Request Approval of a Subcontract Agreement between McLean County, Chestnut Health Systems, the City of Bloomington, and the State of Illinois for services related to the Redeploy Illinois Program	20-24
	c) Request Approval of an Agreement between McLean County and the Catholic Charities of the Diocese of Peoria for the Redeploy Illinois Program	25-28
	2) <u>Items to be Presented for Information:</u>	
	a) Court Services Adult/Juvenile Division Statistics, February 2009	29-30
	b) Juvenile Detention Center – McLean County Statistics, 2009	31-32
	c) Juvenile Detention Center – Out of County Statistics, 2009	33-34
	d) General Report	
	e) Other	
E.	Mike Emery, McLean County Sheriff	
	1) <u>Items to be Presented for Information:</u>	
	a) McLean County Sheriff's Office 2008 Annual Report	35-54
	b) McLean County Detention Facility Population Report, March 2009	55-56
	c) General Report	
	d) Other	
F.	Beth C. Kimmerling, McLean County Coroner	
	1) <u>Items to be Presented for Information:</u>	
	a) Monthly Report, February 2009	57
	b) General Report	
	c) Other	
G.	Bill Yoder, McLean County State's Attorney	
	1) <u>Items to be Presented for Information:</u>	
	a) Monthly Caseload Report	58
	b) Asset Forfeiture Fund Report	59
	c) General Report	
	d) Other	

H. Amy Davis, Public Defender

1) Items to be Presented for Information:

- a) Monthly Caseload Report, February 2009
- b) General Report
- c) Other

60-62

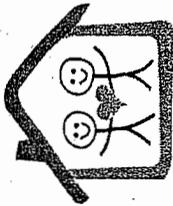
5. Other Business and Communication

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

7. Adjournment

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McLean County Children's Advocacy Center Monthly Statistics,  
February, 2009



	2008 INTERVIEWS VIC/OTHER/TOT INT.	1ST. INTERVIEW 2009 MONTH/YTD	JUV. SUSPECT INTERVIEW 2009	SIB/WITNESS INTERVIEW 2009	2ND INTERVIEW 2009	OUT OF COUNTY INTERVIEW 2009	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	10/1/11	12	0	4	0	1	17	17
FEBRUARY	22/6/28	12/24	0	2	0	1	15	15
MARCH	20/6/26							
APRIL	17/11/28							
MAY	21/6/27							
JUNE	15/3/18							
JULY	22/6/28							
AUGUST	22/5/26							
SEPTEMBER	24/6/30							
OCTOBER	14/6/20							
NOVEMBER	12/7/19							
DECEMBER	7/3/10							
YEAR TO DATE TOTALS		24	0	6	0	2	32	32

# CA\$A Monthly Statistics FY09

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CA\$A Assignment	Total Children Served	CA\$As Assigned	Total Number of Assigned CA\$As	Reported CA\$A Volunteer Hours	CA\$As Trained	Reports Filed	Court Hearings Attended
January	2	5	0	92	1	41	180.75	0	3	10
February	3	7	2	99	0	40	310.01	0	10	19
March										
April										
May										
June										
July										
August										
September										
October										
November										
December										
YTD Totals										

## JUROR UTILIZATION REPORT

YEAR ENDING 2009

	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>June</b>
Sets called in:	19	25	20			
Sets sent home:	5	13	8			
Sets to trials:	14	12	12			
% Sent home	26%	52%	40%			

	<b>July</b>	<b>Aug</b>	<b>Sept</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Sets called in:						
Sets sent home:						
Sets to trials:						
% Sent home:						

### 1<sup>st</sup> Quarter Recap

<b>Sets called in:</b>	<b>64</b>
<b>Sets sent home:</b>	<b>26</b>
<b>Sets to trial:</b>	<b>38</b>
<b>Total % Sent Home:</b>	<b>40.6%</b>

**Comparative Jury Trial Statistics  
Number of Trials Conducted**

Month:	2009	2008	2007	2006	2005
Jan.	14	11	13	11	7
Feb.	12	7	8	11	8
Mar.	<del>12</del> 38	<del>13</del> 31	<del>14</del> 35	5	7
Apr.		13	15	8	8
May		13	9	10	7
June		14	10	12	10
July		16	10	14	7
Aug.		10	11	13	4
Sept.		8	17	16	12
Oct.		12	7	5	5
Nov.		11	7	12	7
Dec.		8	7	10	9
<b>Totals</b>		<b>136</b>	<b>128</b>	<b>127</b>	<b>91</b>

JUROR PAYMENT SUMMARY REPORT

SUB-PANEL	APPEARANCE DATE	JURORS SUMMONED	JURORS SERVED	PER DIEM PAID	MILEAGE PAID	PARKING PAID	MISCELLANEOUS PAID	OTHER PAID	TOTAL PAID	
JAB Petit	Jan 12, 2009	270	161	\$2,410.00	\$1,569.40	\$0.00	\$0.00	\$0.00	\$0.00	\$3,979.40
JAC Petit	Jan 20, 2009	320	221	\$4,860.00	\$2,448.72	\$0.00	\$0.00	\$0.00	\$0.00	\$7,308.72
FBG Grand	Feb 04, 2009	36	27	\$730.00	\$310.84	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.84
FBB Petit	Feb 09, 2009	300	120	\$3,720.00	\$1,960.04	\$0.00	\$0.00	\$0.00	\$0.00	\$5,680.04
FBC Petit	Feb 17, 2009	250	164	\$1,690.00	\$1,017.64	\$0.00	\$0.00	\$0.00	\$0.00	\$2,707.64
FBD Petit	Feb 23, 2009	320	212	\$4,940.00	\$2,779.32	\$0.00	\$0.00	\$0.00	\$0.00	\$7,719.32
MRB Petit	Mar 09, 2009	270	139	\$2,500.00	\$1,568.64	\$0.00	\$0.00	\$0.00	\$0.00	\$4,068.64
MRC Petit	Mar 16, 2009	320	202	\$5,250.00	\$2,693.44	\$0.00	\$0.00	\$0.00	\$0.00	\$7,943.44
TOTAL		2086	1246	\$26,100.00	\$14,348.04	\$0.00	\$0.00	\$0.00	\$0.00	\$40,448.04
TOTAL Petit		2050	1219	\$25,370.00	\$14,037.20	\$0.00	\$0.00	\$0.00	\$0.00	\$39,407.20
AVERAGE COST PER JUROR - Petit \$32.33										
TOTAL Grand		36	27	\$730.00	\$310.84	\$0.00	\$0.00	\$0.00	\$0.00	\$1,040.84
AVERAGE COST PER JUROR - Grand \$38.55										

**JURY STATISTICS FOR MARCH 2009**

JUDGES ON SCHEDULE:

COSTIGAN  
 DRAZEWSKI  
 FITZGERALD  
 FOLEY  
 FREITAG  
 HILL  
 LAWRENCE  
 PRALL  
 REYNARD

TOTAL CASES: 12

CF 6  
 CM 2  
 TR 2  
 L 2

JURIES CALLED IN: 20

SENT HOME: 8(40%)

TRIALS WENT: 12

**ANALYSIS**

<b>JUDGE</b>	<b>CASE</b>	<b>RESULT</b>
COSTIGAN	08 TR 30941 08 TR 19890 08 CM 2685	DISMISSED WITH PREJUDICE EX PARTE JUDGEMENT NOT GUILTY
DRAZEWSKI	03 L 187	DIRECTED VERDICT FOR PLAINTIFF
FITZGERALD	08 CF 607	CT.1-DIRECTED VERDICT; CT.2-N.GUILTY
FOLEY	08 CM 2674	GUILTY
FREITAG	08 CF 429 } 08 TR 8909 } 08 CF 1246 }	CT.1-N.GUILTY;CTS. 2,3,3-GUILTY NOT GUILTY
LAWRENCE	08 CF 1085 08 CF 1336	NOT GUILTY GUILTY
PRALL	03 L 158	FOR PLAINTIFF
REYNARD	08 CF 1272	GUILTY
<b>TOTAL CASES YTD:</b>	<b>38(2009)</b>	<b>31(2008)</b>
		<b>35 (2007)</b>

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE MONTH OF FEBRUARY 2009  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2009	END PENDING 2008
Adoption	34	AD	10	0	8	36	28
Arbitration	246	AR	62	3	68	243	244
Chancery	341	CH	50	0	22	369	342
Dissolution of Marriage	446	D	52	0	45	453	461
Eminent Domain	0	ED	0	0	0	0	0
Family	245	F	41	14	21	279	300
Law => \$50,000 - Jury	309	L	4	0	8	305	307
Law = > \$50,000 - Non-Jury	242	L	22	0	17	247	216
Law = < \$50,000 - Jury	2	LM	0	0	0	2	2
Law = < \$50,000 - Non-Jury	254	LM	77	1	98	234	188
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	10	MH	7	0	9	8	4
Miscellaneous Remedy	208	MR	39	0	39	208	138
Order of Protection	25	OP	18	1	20	24	37
Probate	1,259	P	22	0	16	1,265	1,134
Small Claim	891	SC	206	32	220	909	768
Tax	9	TX	0	0	0	9	8
TOTAL CIVIL	4,521		610	51	591	4,591	4,177

REPORT B  
ACTIVITY OF ALL CRIMINAL CASES  
DURING THE MONTH OF FEBRUARY 2009  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2009	END PENDING 2008
CONTEMPT OF COURT	4	C.C.	3	3	0	3	4	4
CRIMINAL FELONY	797	CF	82	82	37	133	783	874
CRIMINAL MISDEMEANOR	1,066	CM	210	210	2	178	1,100	897
TOTAL CRIMINAL	1,867		295	295	39	314	1,887	1,775

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE MONTH OF FEBRUARY 2009  
 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 2009	END PENDING 2008
JUVENILE	9	J	0	0	0	0	9	8
JUVENILE ABUSE & NEGLECT	393	JA	9	9	0	13	389	438
JUVENILE DELINQUENT	247	JD	5	5	2	6	248	172
TOTAL JUVENILE	649		14	14	2	19	646	618

REPORT D  
ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
DURING THE MONTH OF FEBRUARY 2009  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	ADJUST	END PENDING 2009	END PENDING 2008
CONSERVATION VIOLATION	16	CV	0	0	8	0	8	16
DRIVING UNDER THE INFLUENCE	397	DT	81	1	70	0	409	484
ORDINANCE VIOLATION	756	OV	228	0	214	0	770	891
TRAFFIC VIOLATION	12,411	TR	3,222	13	3,843	0	11,803	18,222
<b>TOTALS:</b>	13,580		3,531	14	4,135	0	12,990	19,613



REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)  
DURING THE MONTH OF FEBRUARY 2009  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
MCLEAN COUNTY

NOLLE	S.O.L.	NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF
		REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2) ****	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
43	0	9	0	0	3	2	71	1	4	133

(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.

\*\*\*\*TRANSFERS TO WARRANT CALENDAR

REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)  
THROUGH THE MONTH OF JANUARY 2009  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
MCLEAN COUNTY

MONTH	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	11	0	5	0	13	1	4	113	3	0	0	150		
FEB	43	0	9	0	0	3	2	71	1	4	0	133		
MAR	0	0	0	0	0	0	0	0	0	0	0	0		
APR	0	0	0	0	0	0	0	0	0	0	0	0		
MAY	0	0	0	0	0	0	0	0	0	0	0	0		
JUNE	0	0	0	0	0	0	0	0	0	0	0	0		
JULY	0	0	0	0	0	0	0	0	0	0	0	0		
AUG	0	0	0	0	0	0	0	0	0	0	0	0		
SEPT	0	0	0	0	0	0	0	0	0	0	0	0		
OCT	0	0	0	0	0	0	0	0	0	0	0	0		
NOV	0	0	0	0	0	0	0	0	0	0	0	0		
DEC	0	0	0	0	0	0	0	0	0	0	0	0		
TOTAL	54	0	14	0	13	4	6	184	4	4	0	283		

(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 FEBRUARY 2009  
 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: 76

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	7	3	6	4	14	34
4. PROBATION	0	0	2	8	10	15	35
5. OTHER	0	0	0	2	1	4	7
TOTALS:	0	7	5	16	15	33	76

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE MONTH OF FEBRUARY 2009  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	2	0	1
FAMILY (OP)	15	2	9
CRIMINAL	4	0	1
<b>TOTAL:</b>	21	2	11



## COURT SERVICES

104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7<sup>th</sup> Floor Bloomington, IL 61702

**Adult Division**  
Room 700  
Ph: 309-888-5360  
Fax: 309-888-5434

**Juvenile Division**  
Room 701  
Ph: 309-888-5370  
Fax: 309-888-5831

**Extended Day**  
Room 703  
Ph: 309-888-5370  
Fax: 309-888-5831

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To: Honorable Members of the Justice Committee

From: Lori McCormick

CC: Chief Judge Elizabeth Robb

Date: March 25, 2009

Re: Redeploy Illinois Agreements

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Please find attached the proposed agreements with Illinois State University, Chestnut Health Systems and Catholic Charities that will allow the Court Services Department to work with these aforementioned entities in providing the needed services to comply with the Redeploy Illinois Grant. Mr. Eric Ruud has worked with my department and the agencies listed with the details that are contained in the agreements.

I will be available at the Justice Committee Meeting to answer any questions that you may have.

Thank you for your continued support of the Court Services Department.

BOARD of TRUSTEES of ILLINOIS STATE UNIVERSITY

AGREEMENT

This Agreement entered into this 21st day of April, 2009 between the County of McLean, a body Corporate and Politic and Board of Trustees of Illinois State University (Board) pursuant to the following terms and conditions.

Dr. Sessa Kethineni a professor associated within the College of Applied Science and Technology specifically the Department of Criminal Justice Sciences at Illinois State University will assure quality control, report writing, data management, and attendance at meetings to address data issues for the Redeploy Illinois Program that targets populations and eligibility of juvenile delinquent youth referred to agencies under the Redeploy Illinois Program; a grant project utilizing funds received from the Illinois Department of Human Services, this will be done by the following:

- a. To provide training in the use of the Statistical Package for Social Sciences analytical software
- b. To develop templates for data entry
- c. To provide data management and analysis
- d. To attend meetings of the collaborative team and provide analysis, and quarterly reports to the Illinois Department of Human Services

It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

1. **The Board** 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.
2. **The Board** shall, at all times during this term, maintain (a) Commercial General Liability in the amount of \$1,000,000 per occurrence (combined single limit bodily injury and property damage) and \$2,000,000 Annual Aggregate. Upon request, **Board** shall provide a certificate of insurance as evidence of coverage.
3. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

County of McLean agrees:

- a. To collaborate with **Dr. Kethineni** in, quality control, data management, report writing, and attending meetings to address the data issues.

- b. To identify a contact person for conflict resolution/problem solving and keep that name current with **Dr. Kethineni**.
- c. To remit payment within 60 days of receipt of billing.
- d. To make payment by check issued to **Illinois State University**.
- e. To define the following outcomes:
  - i. Reduction of county commitments to the Illinois Department of Juvenile Justice
- f. To provide up to \$22,613.00 to **Illinois State University** for quality assurance, report writing, data management and analysis for the first twelve months of the contract.

Both parties agree:

1. This Agreement shall be in full force and effect for one year after the above referenced date and shall be automatically renewed for an additional one year
2. This Agreement is subject to the receipt of Redeploy Illinois Program funds from the Illinois Department of Human Services
3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
4. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
5. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.
6. This Agreement may not be assigned or Subcontracted by **The Board** to any other person or entity without the written consent of the County of McLean.
7. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
8. This Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Agreement signed by the parties hereto. The County of McLean shall not be liable to **The Board** for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by the County of McLean in a writing approved by and signed by a person with lawful authority granted by the County of McLean to execute such writing.
9. That the foregoing and the attached document (s) (if any) constitute all of the agreement

between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted above.

Adopted by the County Board of McLean County, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 2009.

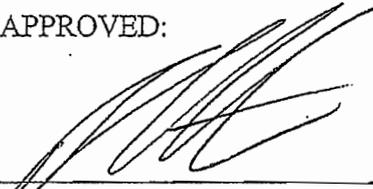
APPROVED:

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

APPROVED:

  
\_\_\_\_\_  
Board of Trustees of Illinois State University by  
Rodney L. Custer, Associate Vice President of  
Research

D96-F0036/2025

**Subcontract Agreement**

This agreement is made this \_\_\_\_ day of \_\_\_\_\_ 2009, by and between Chestnut Health Systems, a not-for-profit corporation duly organized and existing under the laws of the State of Illinois, with a place of business at 1003 Martin Luther King Drive, City of Bloomington, County of McLean, State of Illinois, (hereafter referred to as "Subcontractor") and the County of McLean with a place of business at 115 E. Washington Street, City of Bloomington, County of McLean, State of Illinois, (hereafter referred to as "Provider").

**Section 1 Relationship**

Provider is the recipient of a grant from the Illinois Department of Human Services (IDHS) and wishes to subcontract certain services to Subcontractor. Provider affirms that it has written approval to utilize Subcontractor to fulfill certain obligations specific to services related to Redeploy Illinois.

**Section 2 Term**

This Agreement shall become effective on May 1, 2009 and shall continue through April 30, 2010.

**Section 3 Renewal**

This Agreement may be renewed for subsequent terms upon agreement of the parties.

**Section 4 Termination Without Cause**

Either party may terminate this Agreement with or without cause by giving at least thirty (30) days prior written notice to the other party or upon termination of funding for the project by IDHS.

**Section 5 Scope of Services**

Subcontractor agrees to provide services as defined in Attachment A: Scope of Work.

**Section 6 Payment**

Provider agrees to pay Subcontractor the sum of \$25 per hour for services as defined in Attachment B: Payment Schedule. Should this Agreement be terminated in accordance with Section 4, Provider agrees to reimburse Subcontractor for all services provided through the termination date.

**Section 7 Notices**

Any notices required or permitted hereunder shall be in writing and be delivered in person to the other party or the other party's authorized agent or by United States Mail, postage fully prepaid, to the address set forth below or as changed in writing from time to time by the Parties:

**Subcontractor**

Chestnut Health Systems, Inc.  
1003 Martin Luther King Drive  
Bloomington, Illinois 61701  
Attn. Alan Sender, COO

**Provider**

McLean County Court Services  
104 W. Front Street  
Bloomington, Illinois 61701  
Attn. Randy Macak

**Section 8 Amendments**

Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought.

**Section 9 Insurance**

Subcontractor shall, at all times during this term, maintain (a) Commercial General Liability in the amount of \$1,000,000 per occurrence (combined single limit bodily injury and property damage) and \$2,000,000 Annual Aggregate. Upon request, Subcontractor shall provide a certificate of insurance as evidence of coverage.

**Section 10 Liability**

It is understood and agreed that neither party to this agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law, and that this agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party against the other or against a third party.

**Section 11 Assignment**

The parties expressly agree that this Agreement shall not be assigned except with the written consent of the other party.

**Section 12 Severability**

The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed as severable from other sections or provisions of this Agreement.

**Section 13 Waiver**

No delay or failure to exercise any right under this Agreement by either party shall operate as a waiver of such right or of any other rights under this Agreement. A waiver on one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

**Section 14 Governing Law**

This Agreement shall be subject to and construed under the laws of the State of Illinois.

**Section 15 Entire Agreement**

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

**Section 16 Agreement**

IN WITNESS WHEREOF, the parties have executed this agreement as of the date shown below:

**Provider: County of McLean**

By: \_\_\_\_\_  
Signature of Provider Date

**Subcontractor: Chestnut Health Systems**

By: Alan Simon  
Signature of Subcontractor Date 3/24/2009

## Attachment A: Scope of Work

### Chestnut Health Systems Services for Redeploy Illinois Project

Chestnut Health Systems will provide the following work under the grant:

- Chestnut staff will attend training in the evidence based treatment model Adolescent Community Reinforcement Approach (ACRA) and will achieve certification in the model.
- Chestnut staff will provide a maximum of 20 hours per week of individual substance abuse counseling using ACRA to targeted youth.
- Chestnut staff will maintain fidelity of the model through ongoing certification requirements.
- Chestnut staff will attend wrap around meetings with McLean County Court Services as needed.
- Chestnut staff will maintain documentation of services

Attachment B: Payment

McLean County Juvenile Court Services Redeploy Project with Chestnut Health Systems

Chestnut Health Systems will bill the County of Mclean via invoice for services rendered each month by the 15<sup>th</sup> day of the following month at the rate of \$25 per hour of service not to exceed \$22,956 per year.

Payment is expected within 30 days.

**CATHOLIC CHARITIES  
AGREEMENT**

This Agreement entered into this 12<sup>th</sup> day of March, 2009 between the County of McLean, a body Corporate and Politic and Catholic Charities of the Diocese of Peoria-2900 W. Heading Ave, West Peoria, IL 61604-4868, pursuant to the following terms and conditions.

Target populations and eligibility criteria: Juvenile delinquent youth referred to Catholic Charities under the Redeploy Illinois Program; a grant project utilizing funds received from the Illinois Department of Human Services

Catholic Charities Agrees pursuant to the proposal(s) that are attached as Exhibit A and B:

1.
  - a. To provide outreach, in-home family therapy to Redeploy youth and their families as referred by the juvenile probation office. Servicing 1-2 clients/families at any given time.
  - b. To provide crisis services to Redeploy youth and families that do not qualify for other crisis services available to help stabilize the family at time of crisis.
  - c. To provide tele-psychiatry service to Redeploy youth for psychiatric evaluation (one hour appointment).
  - d. To provide a minimum of 2 and a maximum of 4 Cognitive Behavioral group sessions throughout a calendar year.
2. Catholic Charities shall save and hold the County of McLean (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance of work or work to be performed under this Agreement, whether or not arising out of the partial or sole negligence of the County of McLean, its officials, agents, or employees, and shall indemnify the County of McLean for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the County of McLean, and/or its agents and employees, or paid for on behalf of the County of McLean and/or its agents and employees, by insurance provided by the County of McLean.

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

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

3. Catholic Charities shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.
4. Catholic Charities shall, during the entire term hereof, procure and maintain general liability insurance, automobile liability insurance, workers' compensation insurance and errors and omissions coverage in a form and with such limits that are acceptable to the County of McLean. Catholic Charities shall provide to the County of McLean upon request, a Certificate of Insurance.
5. Catholic Charities shall pay all current and applicable city, county, state and Federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
6. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

County of McLean agrees:

1.
  - a. To collaborate with Catholic Charities in treatment/service plan development, evaluation and decision making.
  - b. To identify a contact person for conflict resolution/problem solving and keep that name current with Catholic Charities.
  - c. To remit payment within 60 days of receipt of billing.
  - d. To make payment by check issued to Catholic Charities of the Diocese of Peoria.
  - e. To follow procedures for authorization for services/acceptance of referrals as follows:
    - i. Referrals will be made by the juvenile probation office for services on a referral form for Redeploy youth.
    - ii. Referrals will include any clinical or background information available to assist in assessment and treatment

- f. To define the following outcomes:
  - i. Improve family functioning and
  - ii. Reduce county commitments to the Illinois Department of Juvenile Justice
- g. To assist if applicable to family situation the necessary lab work in order to receive tele-psychiatry services.
- h. To provide up to \$4,500 for Catholic Charities staff, training and technical support.
- i. To provide group sessions in an amount not to exceed \$30,800
  - i. Thinking for a Change @ \$7,400.00 per group
  - ii. WAIT @ \$8,925.00/group
- j. To provide the following services to be billed per hour of:
  - i. Counseling service, including travel time; per hour = \$90.00
  - ii Tele-psychiatry service per hour \$180.00
  - iii. Crisis services; \$347.70 for the first hour and \$34.77 each 15 minute thereafter. The amount to increase to \$477.70 and \$44.77 respectively if need to send 2 staff to safely provide services.

Both parties agree:

1. This Agreement shall be in full force and effect for one year after the above referenced date and shall be automatically renewed for an additional one year subject to paragraph 2 below
2. This Agreement subject to the receipt of Redeploy Illinois Program funds being received from the Illinois Department of Human Services
3. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
4. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
5. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.
6. This Agreement may not be assigned or Subcontracted by Catholic Charities to any other person or entity without the written consent of the County of McLean.
7. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

8. This Agreement shall not be amended unless in writing expressly stating that it constitutes an amendment to this Agreement signed by the parties hereto. The County of McLean shall not be liable to Catholic Charities for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by the County of McLean in a writing approved by and signed by a person with lawful authority granted by the County of McLean to execute such writing.
9. That the foregoing and the attached document (s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first noted above.

Adopted by the County Board of McLean County, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

APPROVED:

\_\_\_\_\_  
Matt Sorensen, Chairman  
McLean County Board

ATTEST:

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

APPROVED:

3/12/2009  
Date

Douglas W. Brown  
Name

Catholic Charities - Youth Service  
Title Coordinator

## COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

### ADULT DIVISION

Total Caseload – 905 (880 last month)

Average caseload (7 officer unit) 129 (126 last month)

Presentence Reports Completed (3 officer unit) 15 (29 last month)

Intakes completed (1 officer) 69 (47 last month)

\* Total Workload Hours Needed – 1465.00 (1475.00 last month)

\*\* Total Hours Available - 1650.00

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

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

AOIC workload standards indicate **an additional -1.237 adult officers are needed.** (-1.165 last month)

### JUVENILE DIVISION

4 Officer Division

Total Caseload – 164 (165 last month)

Average caseload per officer 41 (41 last month)

Social History Reports Completed – 15 (23 last month)

\* Total Workload Hours Needed –710.5 (808.5 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 .737 juvenile officers are needed.** (1.39 last month)

## SPECIAL PROGRAMS

### EARLY INTERVENTION PROBATION (JUVENILE EIP)

2 Person unit with a maximum caseload of 30

Total caseload - 24 (last month 28)

Social History Reports - 3 (last month 3)

### DRIVING UNDER THE INFLUENCE UNIT (Adult)

1 person unit with a maximum caseload of 40

Total Caseload – 79 (76 last month)

**INTENSIVE PROBATION UNIT ADULT**

2 person unit with a maximum caseload of 40

Total Caseload – 44 (55 last month)

**INTENSIVE PROBATION UNIT JUVENILE**

1 1/2 person unit with a maximum caseload of 15

Total Caseload – 19 (18 last month)

**JUVENILE INTAKE**

2 person unit

Total Preliminary Conferences – 19 (20 last month)

Total Caseload Informal Probation – 27 (36 last month)

Total Intake Screen Reports (juvenile police reports received) 127(129 last month)

**COMMUNITY SERVICE PROGRAM**

2 person unit (2 officers)

Total Caseload Adult - 612 (600 last month)

Total Caseload Juvenile – 77(70 last month)

Total Hours Completed **Adult** – 5110 (\$39,602 Symbolic Restitution \$7.75)

February New Hours ordered – 11,305

Total new intakes – 86 (Felony, Misd, DUI, Traffic, Ordinance)

Total Hours Completed **Juvenile** – 152 (\$1,178 Symbolic Restitution \$7.75)

January New Hours ordered – 715

Total new intakes – 15 (Delinquency, Traffic, Ordinance)

Total for both Juvenile and Adult Worksites Used – 45 (49 last month)

**DOMESTIC VIOLENCE PROGRAM**

2 person unit

Total Probation Caseload – 104 (101 last month)

Intakes for month of February -14

**PRETRIAL RELEASE PROGRAM**

2 person unit

Total number bond reports submitted – 18 (19 last month)

Total number of defendants released -11 (9 last month)

Total number of defendants supervised – 29 (34 last month)

**DRUG COURT**

2 person unit

Total number in program – 42 active (37 last month)

2009  
**JUVENILE DETENTION CENTER**  
**MCLEAN COUNTY**

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	1	0										
11	0	0										
12	0	0										
13	1	1										
14	2	1										
15	3	3										
16	7	4										
17	5	0										
18	0	0										
<b>Sex of Minors Detained</b>												
Male	17	9										
Female	2	0										
<b>Race of Minors Detained</b>												
Caucasian	9	4										
African-American	7	5										
Hispanic	3	0										
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	7	0										
Warrant	4	1										
Aggravated Battery	1	0										
Aggravated Criminal Sexual Assault	1	0										
Aggravated Domestic Battery	0	1										
Arson	0	1										
Burglary to Motor Vehicle	0	0										
Court Ordered	0	0										
Criminal Damage to Property	0	1										
Domestic Battery	1	1										
IDJJ	1	0										
Probation Violation	0	1										
Request for Apprehension	0	1										
Residential Burglary	1	0										
Strong Arm Robbery	1	0										

2009  
**JUVENILE DETENTION CENTER  
 MCLEAN COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Theft to Motor Vehicle	0	2										
Unlawful Use of Weapons	2	0										
Vehicle Burglary	0	0										
<b>Residence fo Minors Detained</b>												
Bloomington	15	6										
Normal	1	1										
Farmer City	2	0										
Leroy	1	2										
<b>Average Daily Population</b>	7	6.9										
<b>Average Daily Population:YTD</b>	7	7										
<b>Number of Days in Detention</b>	216	194										
<b>Revenue:</b>	0	0										

2009  
 Juvenile Detention Center  
 Out of County

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0									
11	0	0	0									
12	0	0	0									
13	1	1	1									
14	1	3	3									
15	1	1	1									
16	3	4	4									
17	0	0	0									
18	0	0	0									
<b>Sex of Minors Detained</b>												
Male	6	6	6									
Female	0	0	3									
<b>Race of Minors Detained</b>												
Caucasian	2	8	8									
African-American	3	1	1									
Hispanic	1	0	0									
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	0	4	4									
Warrant	0	1	1									
Burglary	2	0	0									
Criminal Damage to Property	1	0	0									
Criminal Damage to State Supported Property	0	0	0									
Home Confinement Violation	0	1	1									
IDJJ	0	1	1									
Possession of Explosive Device	1	0	0									
Probation Violation	1	1	1									
Residential Burglary	0	0	0									
Resisting Arrest	0	1	1									
Unlawful Use of Weapons	1	0	0									
<b>Residence of Minors Detained</b>												
Bureau	0	0	0									
DeWitt	1	0	0									

2009  
 Juvenile Detention Center  
 Out of County

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ford	0	0	0									
IDJJ	0	0										
Livingston	1	3										
Logan	1	3										
Macon	3	1										
Woodford	0	2										
Average Daily Population	2.4	3.4										
Average Daily Population:YTD	2.4	2.9										
Number of Days in Detention	75	96										
Revenue:	6690	7050										

# McLean County Sheriff's Office 2008 Annual Report

## MCLEAN COUNTY SHERIFF'S OFFICE

### ADMINISTRATYION

- BUDGET
- DISTRUBUTION

### PATROL

- TRAFFIC
- WARRANT SERVICE
- DEDICATED DIVISIONS
- SEX OFFENDER REGISTRAION
- CRIME STOPPERS
- TRAINING

### CORRECTIONS

- POPULATION
- INMATE ASSESSMENT SPECIALIST
- EDUCATIONAL PROGRAMS
- COMMISSARY

### CRIMINAL INVESTIGATIONS

- DOMESTIC VIOLENCE
- U.S. MARSHAL'S SERVICE
- TASK FORCE 6 OFFICER

### SUPPORT SERVICES

- TRAINING
- TECHNOLOGY
- PROCESS DIVISION

### OPERATIONS

- D.A.R.E. OFFICER
- EMPLOYMENT
- FLEET
- ACCIDENT INVESTIGATIONS

## Mission Statement

*The McLean County Sheriff's Office is dedicated to the highest traditions of excellence in the practice and delivery of law enforcement and corrections. We are enriched by and take pride in our purpose, values, sense of community, personal loyalty, and leadership. With a spirit of cooperation, compassion and commitment to all we serve, we will achieve the mission, goals, and plans that assure the success of the McLean County Sheriff's Office in the fulfillment of its duties, responsibilities, and obligations.*

*(Sheriff Office Staff and C. Patrick Lewis, Adopted September 2007)*

## Key Points in Illinois Statutes

The Sheriff is an elected official of the County and serves a four year term in the office. The office was established under the Constitution of the State of Illinois. Duties of the Sheriff are outlined in 55 ILCS 5/3-6001.

Every Sheriff shall be commissioned by the Governor; but no commission shall issue except upon certificate of the county clerk of the proper county, of the due election or appointment of such Sheriff, and that he or she has filed his or her bond and taken the oath of office, as hereinafter provided. (55 ILCS 5/3-6001)

Each Sheriff shall be conservator of the peace in his or her county, and shall prevent crime and maintain the safety and order of the citizens of that county; and may arrest offenders on view, and cause them to be brought before the proper court for trial or examination. (55 ILCS 5/3-6021)

The Sheriff of each county is designated as the Supervisor of Safety for his or her county. The powers and duties of the Supervisor of Safety are to enforce all the laws of this State and, within the municipalities in his or her county, the ordinances of such municipalities relating to the regulation of motor vehicle traffic and the promotion of safety on public highways. (55 ILCS 5/3-6035)

The Sheriff is the custodian of the courthouse and jail. He or she shall have the custody and care of the courthouse and jail of his or her county. (55 ILCS 5/3-6017)

In counties of less than 1 million in population, the Sheriff shall control the internal operations of his or her office. (55 ILCS 5/3-6018)

*See 55 ILCS 5/3-6000 for complete text.*

## Corrections: County Jail Act 730 ILCS 125

The Sheriff of each county in this State shall be the warden of the jail of the county, and have the custody of all prisoners in the jail, except when otherwise provided in the "County Department of Corrections Act". (730 ILCS 125/2)

The warden of the jail shall receive and confine in such jail, until discharged

by due course of law, all persons committed to such jail by any competent authority. (730 ILCS 125/4)

The cost and expense of keeping, maintaining and furnishing the jail of each county, and of keeping and maintaining the prisoner thereof, except as otherwise provided by law, shall be paid from the county treas-

ury, the account therefore being first settled and allowed by the county board. The county board may require convicted persons confined in its jail to reimburse the county for the expenses incurred by their incarceration to the extent of their ability to pay for such expenses. (730 ILCS 125/20)

*See 730 ILCS 125 for complete text.*

# Administration

The McLean County Sheriff's Office budget is approved by action taken by the McLean County Board. The Sheriff's Office is designated as Department 29 in McLean County Government. Within the Office, we have six sub-departments.

The sub-departments are; Patrol Division, Criminal Investigation, Administrative Services, Jail Operations, Fleet Management, and Court Security. The Court Security Division is not funded with tax dollars from the general fund. Court Security is funded with a fee imposed by the Courts of McLean County and those fees are collected by the McLean County Circuit Clerk.

Our approved overall operating budget for FY 2008 was \$7,986,181.00. Each sub-

department within the Sheriff's Office has a commander that prepares their own individual operating budget. Once the individual program budget is completed, the commander presents their budget to the Chief Deputy and Sheriff. After review and adjustments, the Sheriff presents the budget to the McLean County Administrator. Once the Administrator has approved what has been recommended, the Sheriff presents the budget to the McLean County Justice Committee, which is composed of members of the McLean County Board. Once approved by the Justice Committee, the budget is for-

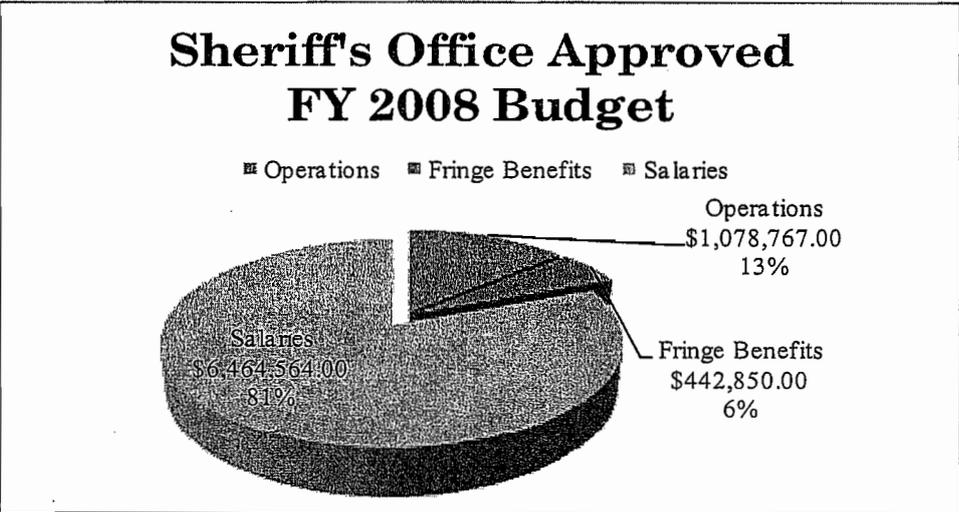
warded to the Finance Committee, Executive Committee, and then presented to the full County Board for approval.

The McLean County Sheriff's Office has 153 staff members. Staff breakdown is as follows;

Patrol Division	35
Criminal Investigations	7
Administrative Services	31
Corrections Division	72
Court Security	6
Fleet Management	1
<b>Total:</b>	<b>153</b>

## 2008 Budget

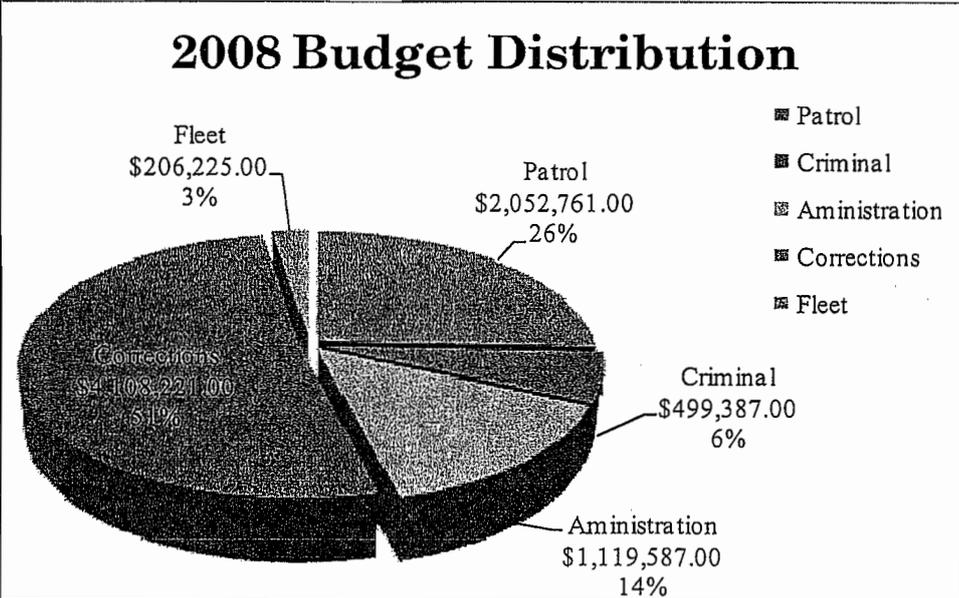
The Mclean County Sheriff's Office budget is divided into three categories. The greatest portion of the budget is dedicated towards staff salaries and benefits. In reality, the Sheriff's Office actually operates on 13% of the overall approved budget.



## 2008 Distribution

The general fund operating budget for the Sheriff's Office is divided between the various sub-departments in the following manner;

- Patrol - \$2,052,761
- Criminal - \$ 499,387
- Admin - \$1,119,587
- Corrections - \$4,108,221
- Fleet - \$206,225



# Patrol Division

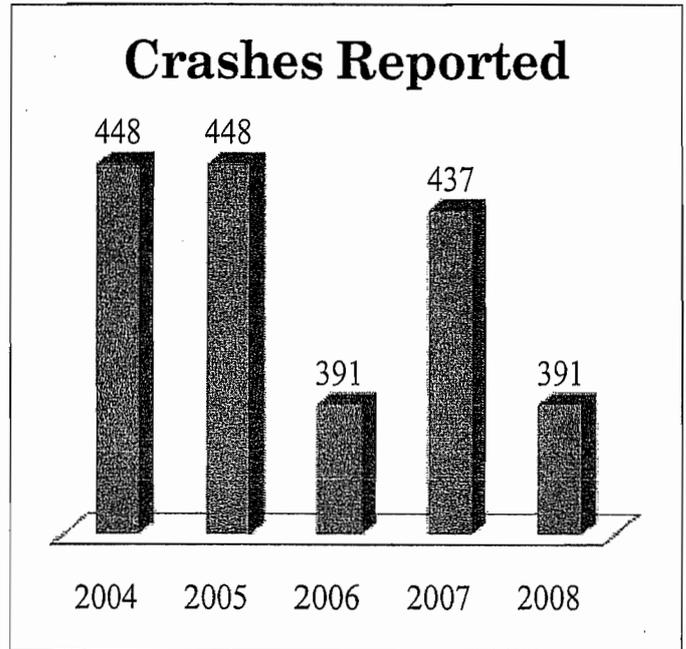
## Traffic Crash Reports

The patrol division of the McLean County Sheriff's Office responded to 391 reported crashes in 2008. This total reflects a decrease of 10.5% from 2007.

One of the most common methods law enforcement utilizes to assist in keeping our roads safe is the issuance of traffic citations. To aide the deputies in this cause, we have a radar equipped portable trailer designed to alert

motorists of the posted speed limits. As the weather permits, our deputies make use of our speed trailer which is set up in high traffic areas of rural McLean County or where we have received specific complaints of speeding by citizens.

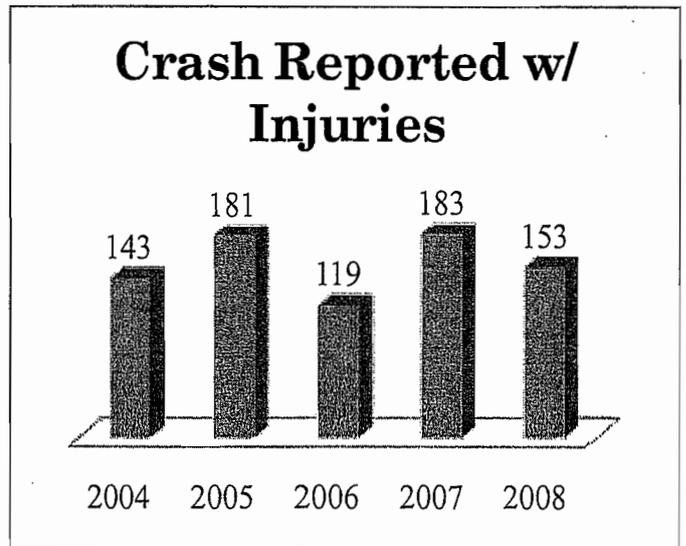
On the combined efforts of all shifts, the patrol division wrote almost 2800 uniform traffic citations for the year.



## Crash Report With Injuries

Of the reported 391 crashes in 2008, 153 (39%) reported injuries to the driver and/or passengers. Monthly reported traffic crashes in 2008 again show spikes in reported crashes during the colder weather months, specifically January, February, November and December,

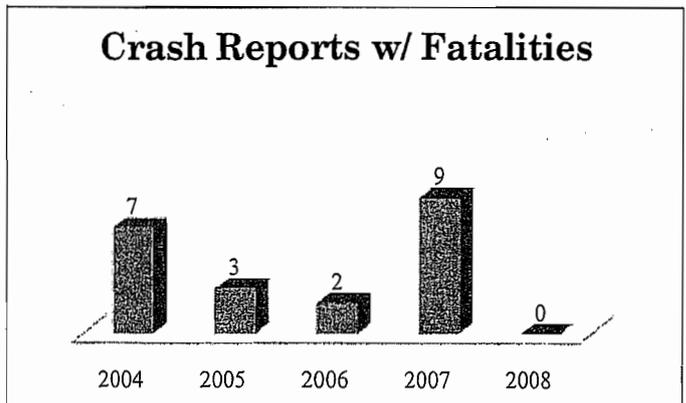
but not a significant increase in injuries or fatalities. Speed continues to be the most common contributing cause in many traffic crashes, especially with younger and inexperienced drivers.



## Crash Report Fatalities

In 2008 the McLean County Sheriff's Office investigated 1 traffic crash fatality, but it was not in the County jurisdiction. The fatality investigated by the Sheriff's Office in 2008 was at the request of a

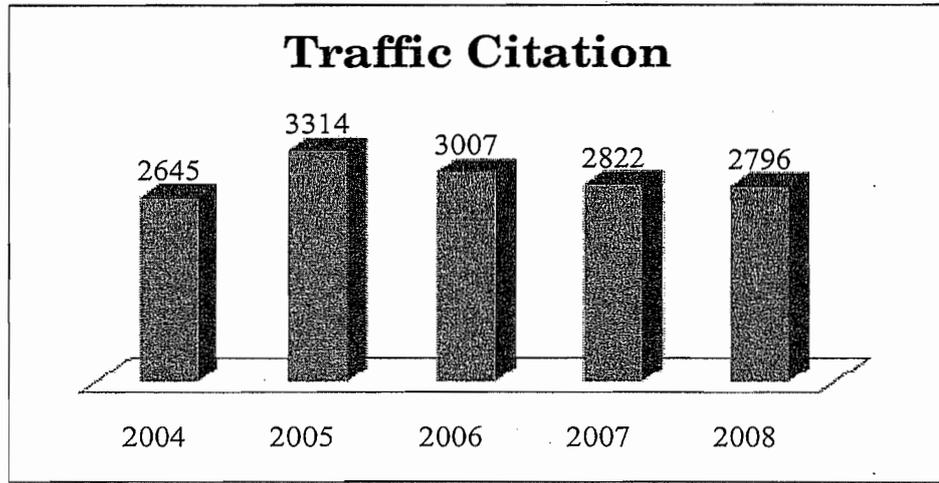
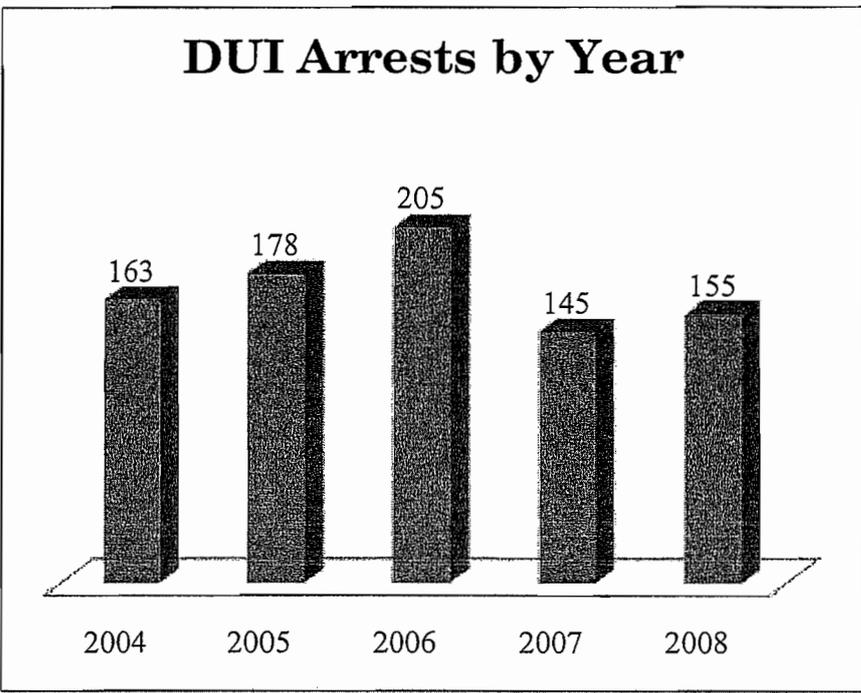
rural Police agency where the crash occurred within that agency's city limits. That fatality was ruled to be alcohol related.



# Patrol Division, continued

DUI arrests were up 6.5% in 2008. The Sheriff's Office continued to conduct Alcohol Enforcement Patrols and participate in Roadside Safety Checks with the State Police which greatly contributed to this increase in arrests. In addition, all Sheriff's Office sworn personnel were certified in Standardized Field Sobriety Testing (SFST) as required by the Illinois Law Enforcement Training and Standards Board.

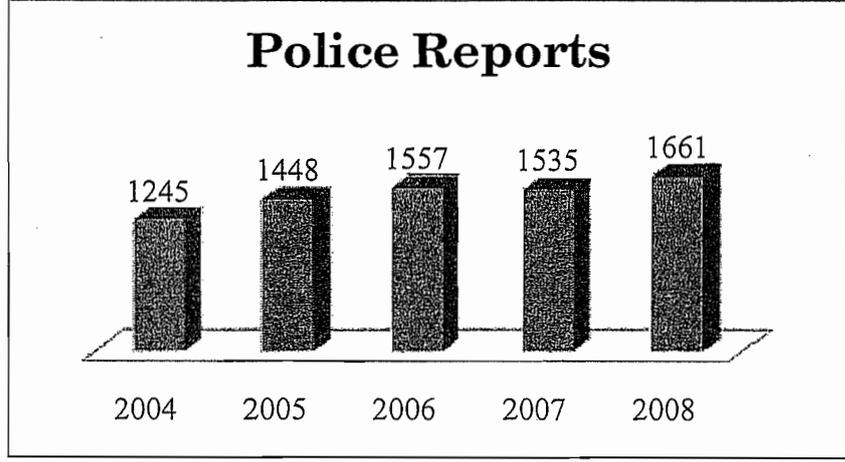
Alcohol Compliance Checks this year yielded much better results from our rural bars and taverns when it comes to the selling of alcohol to those under 21. Only two establishments sold to undercover agents in 2008 versus selling to seven agents in 2007. Our deputies continue to stay diligent and take a proactive approach when it comes to alcohol related crimes in McLean County.



The number of citations issued decreased from 2822 in 2007 to 2796 in 2008, a decrease of 1%. In 2009, with the assistance of our Information Services Department, the Sheriff's Office will start tracking all citation locations using the GIS mapping system. The mapping system will provide detailed information and help pinpoint high risk locations.

All law enforcement and corrections personnel are required to file criminal reports. These reports can be from self initiated activities or reports from citizens that involve crimes against their person or property.

All reports are completed and then screened by supervisory personnel prior to being sent to the State's Attorney for prosecution.

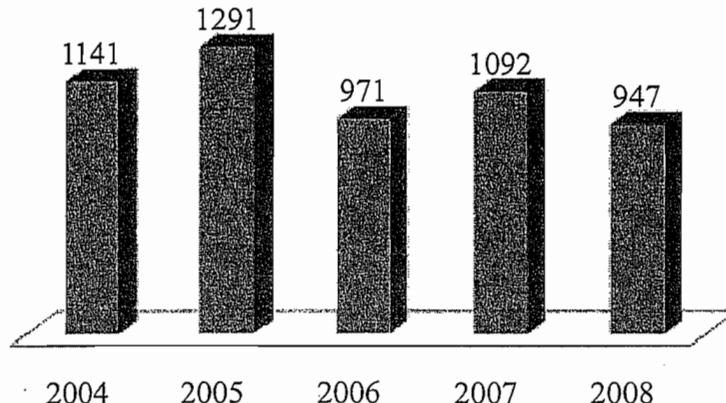


## Patrol: Warrant Service

The McLean County Sheriff's Office is charged by statute to serve all warrants of arrest on defendants delivered to the Adult Detention Facility. For 2008, Sheriff's Deputies arrested 947 individuals wanted on warrants. This number represents actual on-site arrests.

Deputies on all shifts are responsible for making attempts and/or serving subpoenas, summons, orders of protection, etc. to person(s) who reside in the rural communities. The patrol division made approximately 2600 process attempts in 2008 and served over 48% of those papers attempted.

## Warrants Served by Patrol



## Patrol: Saybrook Eastside Dedicated Patrol

In June 2007 Sheriff Emery was able to implement a program which dedicated a full-time deputy to the farther east side areas of rural McLean County (Saybrook, Bellflower, Arrowsmith, Anchor, Cropsey, and Cooksville) and appropriately named "Dedicated Eastside Patrol." A satellite office is located in the Village of Saybrook.

Deputy Laurin Bartelmay continues to provide services as our Eastside Patrol Deputy and the citizens response to this program have been well received. Not only has this provided an additional law enforcement presence, but has also drastically decreased response time to calls for service. Our Eastside Patrol has also been routinely utilized in "directed patrols" to help combat specific issues such as thefts, traffic complaints and underage drinking.



## Comlara Park Detail

Deputy Jon Hofmann is currently appointed to Comlara Park/Evergreen Lake. Deputies provide both land and water patrols at the park during the course of the year. There were no major incidents reported at Comlara Park in 2008.

In May 2008 Comlara Park hosted our first Water Emergency Response Agency Exercise to test the newly developed McLean County Underwater Search, Rescue and Recovery Plan. This exercise tested a multiple agency response to a drowning which involved agencies from the McLean County Sheriff's Office, Hudson Fire/Dive Teams, McLean County EMA, Illinois Department of Natural Resources, Lake Bloomington Police and the American Red Cross. This exercise was an extreme success for all involved and reinforced the need for a multiple agency protocol for these types of incidents.

## Airport Security

The sheriff's office continues to provide primary security for the Central Illinois Regional Airport (CIRA). Two full time deputies are assigned, Jeff Karnats and Cliff Rushing. The deputies continue to work daily with the Transportation Security Administration (TSA) agents to assure public safety at the security check points.

## School Resource Officer

In August 2008 Deputy Jayson Kessinger began his duties as the School Resource Officer (SRO) for Olympia CUSD #16. Deputy Kessinger was provided training and certified as an SRO through the National Association of School Resource Officers.

Some of the duties assigned to the SRO include protecting the students, staff & general public against criminal activity, enforcement of criminal/traffic laws, coordinate investigative procedures between police and the school administration and speaking with students, staff & faculty on law enforcement related topics.



### McLean K-9 Unit

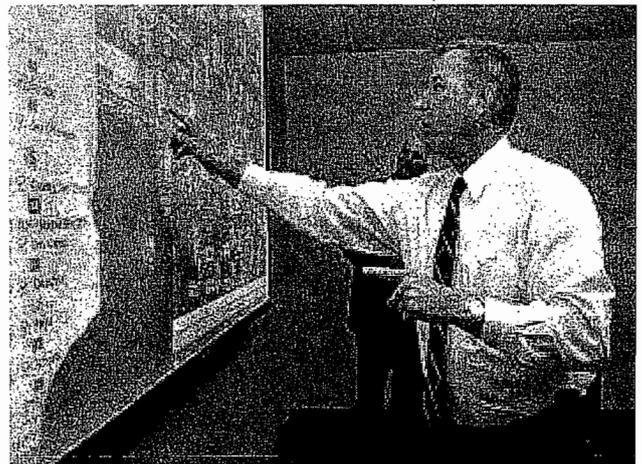
In May 2008 Deputy Jason Tuttle was selected as our new K-9 Handler. Deputy Tuttle was paired up with an 80 pound Belgian Malinois named, "Keej" (pronounced Kee-Jay). Both successfully completed their multi-service police canine training program and have been certified as a full service K-9 unit.

## Sex offender Registration/ Address Verification

The end of 2008 marked the patrol divisions 2<sup>nd</sup> year of managing and tracking registered sex offenders in rural McLean County. Sgt. Hadley Welsch continues to supervise verification procedures with all patrol shifts.

The average number of registered sex offenders overseen in 2008 was 48. In addition, the patrol division conducted almost 100 address verifications and initiated several reports for some type of violation of the sex offender registration act. Of those reports 4 arrests were made.

Our GIS mapping program has become extremely vital in making sure a sex offender is in compliance with the distance they must live away from a school, church or daycare center during the registration process.



Reprint courtesy of The Pantagraph

## McLean County Crime Stoppers

Crime Stoppers is a countywide program geared toward the fight against crime. It involves the PUBLIC, the MEDIA, and the POLICE.

Crime Stoppers offers cash rewards of up to \$1,000 and anonymity to citizens who furnish information leading to the arrest and indictment of felony offenders.

A Board of Directors, composed of volunteers from throughout McLean County, manages the Crime Stoppers program. At a monthly meeting, they determine and approve the rewards to be paid. The amount of a reward is based on the type of crime and quality of the information provided. The citizen who furnished the information to Crime Stoppers remains anonymous. The Board is presented only the facts and the confidential source number assigned when the call was received. No other identifier is used.

The 24-hour phone line that tippers use is currently located at the McLean County Sheriff's Office. Sergeant Jon Sandage is the law enforcement liaison for crime stoppers and provided the following statistics for 2008:

Total tips received (149)

Fugitives profiled (47)

Fugitives arrested (56)



## Field Training

Field Training of new recruits did not slow down for our agency in 2008. Our patrol sergeants and field training officers assisted in training 6 recruits for the year. On average our field training staff puts in over 400 hours of training per recruit before that recruit is released to solo status. The overall effort put forth by our field training staff this year was once again outstanding.

## Patrol Summary

In summary, the year 2008 was very productive for the patrol division. While this division continues to add new and much younger deputies, these deputies are willing to meet the challenges presented to them and strive to maintain the respect and professionalism that the citizens of McLean County have come to expect from their sheriff's office.

## Corrections: Adult Detention Facility

The McLean County Sheriff, as the Warden of the jail, is the chief administrator of the McLean County Detention Facility. The Sheriff is responsible for ensuring that the minimum standards and procedures for the operation of the jail are met and in compliance with the Illinois County Jail Standards. The purpose of which is to "promote security of the community, improve safety to staff and detainees, protect civil and legal rights of staff and detainees, encourage efficient management" (ICJS). In accordance with the Illinois County Jail Standards, the facility is inspected annually by the Illinois Department of Corrections for compliance of the Standards.

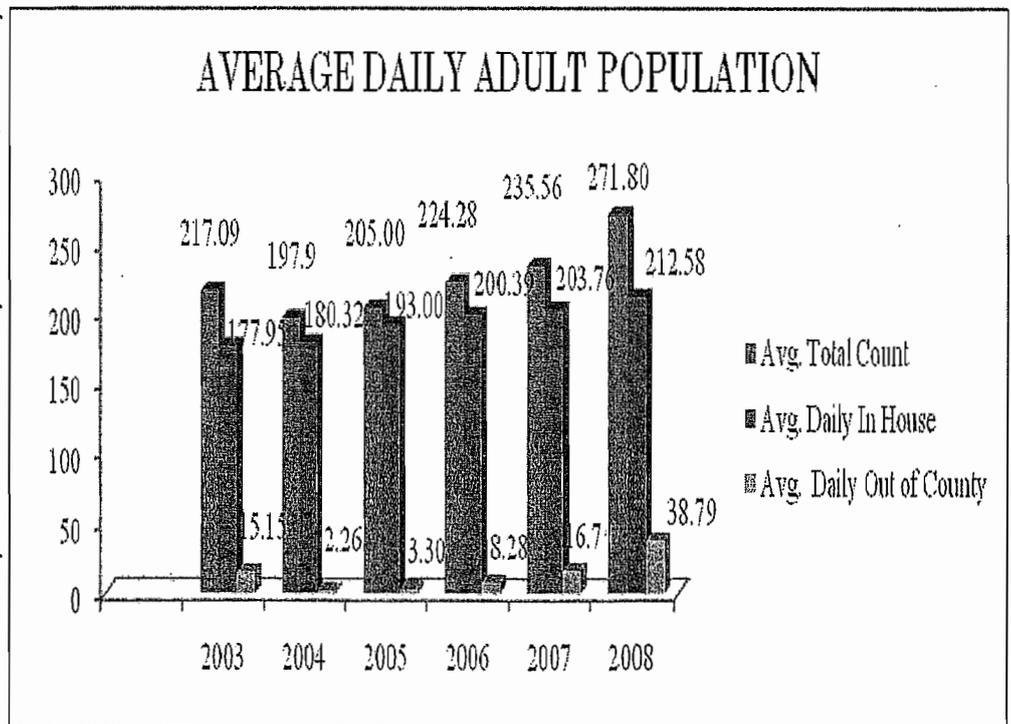
The Sheriff is able to meet these standards by hiring and retaining a well qualified, dedicated and trained staff. The jail staff of 54 Correctional Officers must not only be Certified by the Merit Commission prior to employment, they must all successfully complete the Minimum Standards Basic Law Enforcement and County Corrections Training Course within 6 months of employment in accordance with the Police Training Act [50ILCS705/8.1]. In addition to having qualified staff, the Sheriff must ensure that the jail is staffed with sufficient personal to provide 24 hour supervision, seven days a week.

The jail personnel and daily operations of the jail are overseen by an Administrative Staff that consists of the Jail Superintendent, Assistant Superintendent, and the Jail Operations Supervisor. The Administrative staff has an average of 22 years of training and experience to rely on to supervise staff and inmates. The Sheriff relies on the Administrative Staff to ensure that all policies and procedures, administrative orders, statutory requirements, and the Illinois Department of Corrections regulations are met.

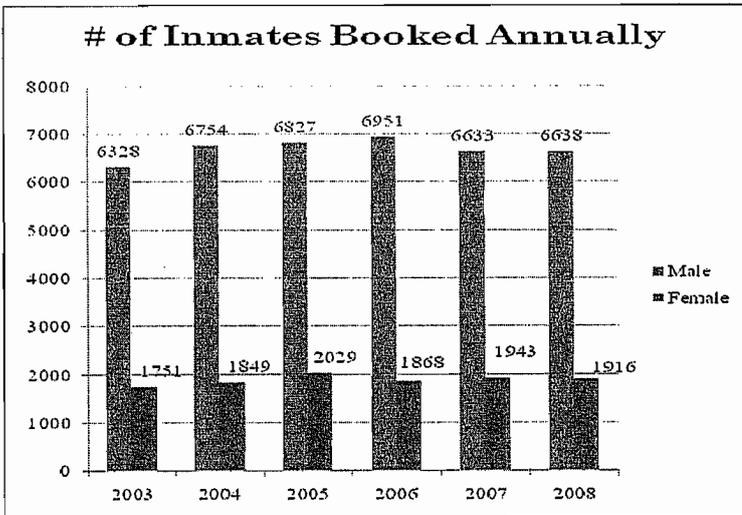
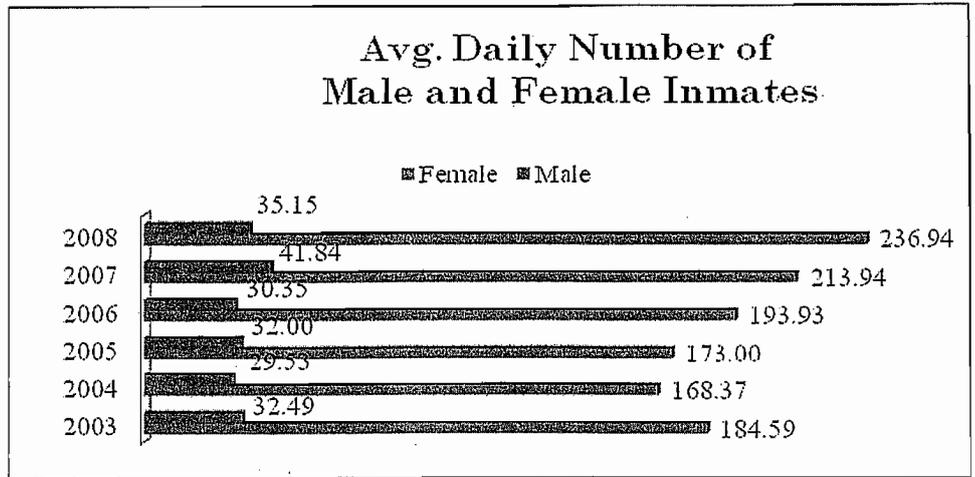
The average daily population of the McLean County Detention Facility for 2008 was 212.58 compared to the average daily population in 2007 of 203.76. The trend over the last 5 years has been an increase annually in both the average daily in house population and the number of inmates housed out of county. 2008 average daily population was up 4.32% from the previous year.

In 2008 the average number of inmate's housed out of County per day was 38.79. The McLean County Sheriff's Department is faced with the dilemma of housed inmates in

other counties when the inmate population exceeds the bed space to accommodate the number of inmates. The average number of inmates housed out of county more than doubled from that of 2007. In 2007 there was an average of 16.74 inmate's housed out of county per day. The total dollars spent to house inmates out of county in 2008 was \$724,400.00 compared to \$284,850.00 in 2007.



The upward trend is consistent in the average daily number of male inmate's in the facility, but the opposite holds true for the female population. The Average daily number of female inmates for 2008 was 35.15 compared to 41.84 in 2007. This is a decrease of roughly 15% from the previous year. The male average daily population rose by 11% from 213.94 in 2007 to 236.51 in 2008.

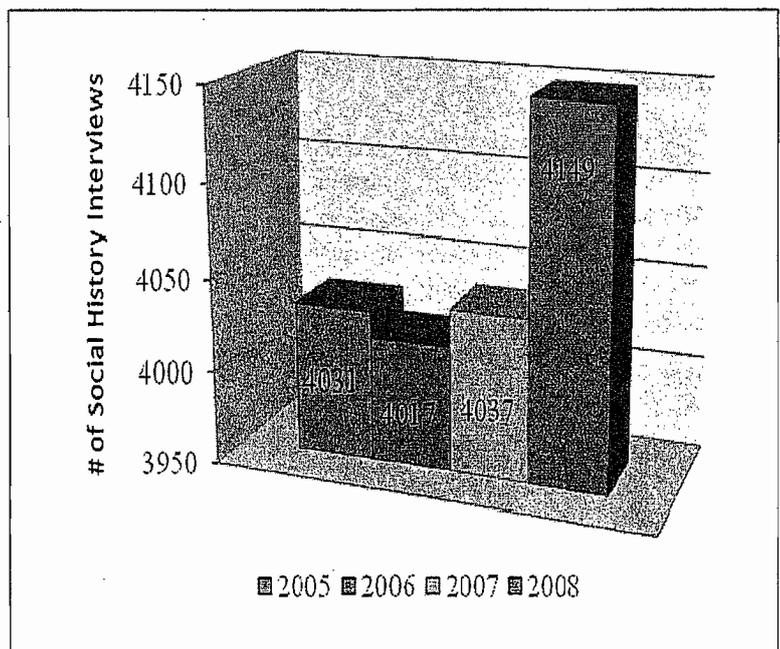


In 2008 there were a total of 8,554 inmates booked into the McLean County Detention Facility. This number includes individuals arrested on new offenses and/or warrants, sentenced to serve County jail time, sentenced to the Department of Corrections, or being held on arrest warrants from other counties or states. The number of inmates booked in 2008 decreased minimally from 2007. There was approximately a .25% decrease from the total number of inmates booked in 2007.

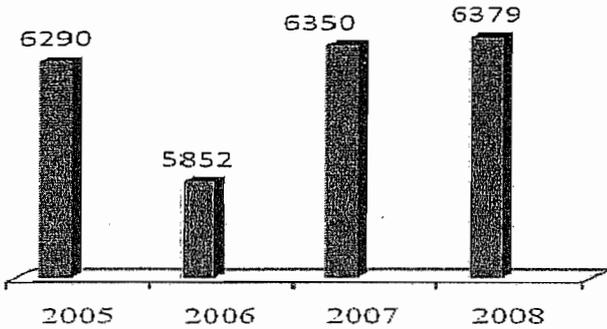
There was also a slight increase in the number of male inmates booked in 2008 as compared to 2007. The number of male bookings increased .075% from 6633 in 2007 to 6638 in 2008. The number of female inmates booked, however, dropped 1.38% in 2008. In 2007 there were 1943 female inmates booked whereas in 2008 there were 1916 female inmates booked.

## Inmate Assessment Specialist Duties

Along with the increasing number of individuals incarcerated comes the job of appropriately screening and classifying incarcerated individuals. The inmate assessment branch of Inmate Services is responsible for the classification and placement of inmates within the facility. The Sheriff's Department relies on an effective classification system to ensure to the safe operation of a correctional facility. The Inmate Assessment Specialists review the detainee's intake screening and gather social history information from all inmates entering the jail and remaining for more than a few hours. Interviews are conducted with inmates unfamiliar to the facility and being taken to court for an initial custody appearance. During the social history interview, detainees are briefed on court procedure and possible outcomes.



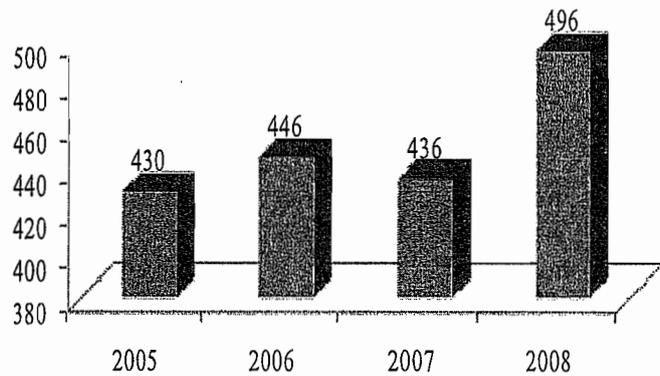
### # of Request Forms Addressed Per Year



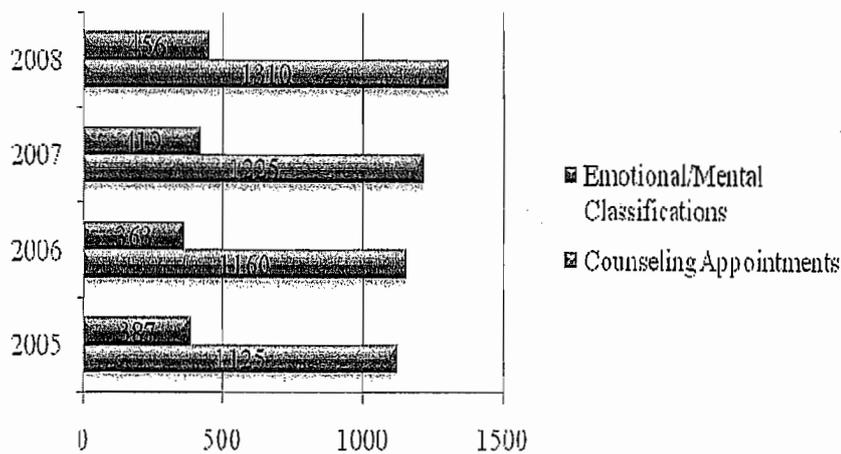
In addition to the mental health and counseling needs of inmates, the Inmate Assessment Specialist must also deal with the daily requests, questions and concerns of the inmate population. Inmates communicate their questions and concerns on request forms. The Assessment Specialists respond to inmate's request forms either in writing or in person. These inmate's request forms take up an ample amount of the Assessment Specialists time.

Another significant part of the Inmate Assessment Specialists job is preparing Custodial Transfer Forms for individuals sentenced to the Illinois Department of Corrections. The Inmate Assessment Specialist must prepare a report which is transferred with the inmate. This report provides IDOC with information regarding the individual's medical and mental condition, as well as their disciplinary history, program involvement, and security status. Although the population has risen over the past few years, the number of custodial transfer forms prepared has remained somewhat consistent, possibly suggesting that more cases are being resolved without a disposition to the Department of Corrections.

### Custodial Transfer Forms Prepared



### Counseling Sessions

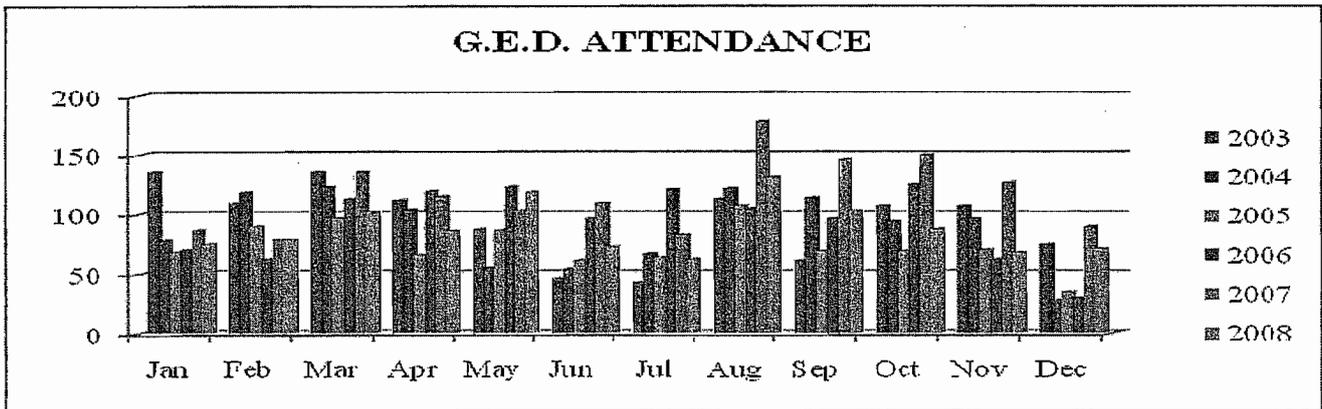
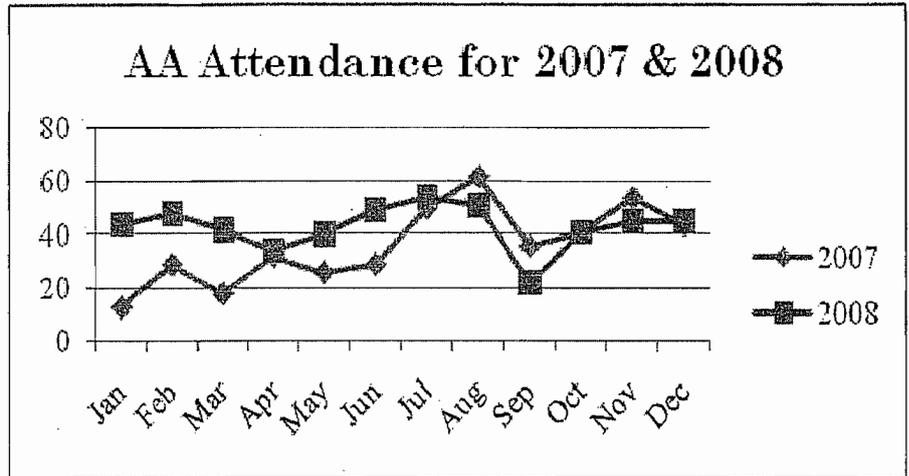


When determining an inmate's classification, several factors must be considered, including an inmate's criminal history, disciplinary history in the facility, nature and severity of the charges, and mental health status. The Sheriff's Department has a contractual relationship with the Mclean County Center for Human Services. Counselors from CHS are available Monday through Friday and the crisis team is available 24 hours a day, seven day a week. As shown, the staff from the Center for Human Services provided over 1,300 counseling sessions during 2008, an increase of almost 7% from 2007.

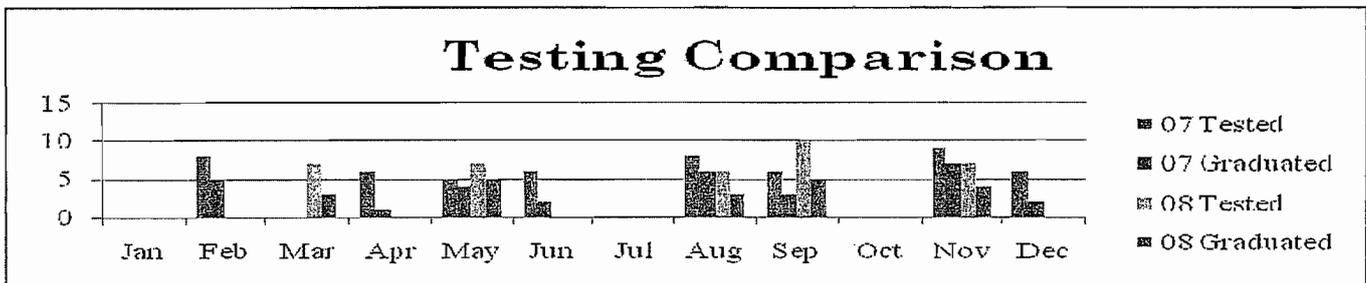
## Inmate Education Programs

The Mclean County Detention Facility offers a variety of programs to inmates while in custody. Participation in programs is voluntary. Programs are based on education, self improvement and self help. Programs are primarily led by volunteers and would not be possible without volunteers. Currently there are 70 volunteers that assist in providing programs in the jail. However, there were programs, such as Cocaine Anonymous and Narcotics Anonymous, that were not conducted in 2008 due to lack of volunteers in these topic areas. Programs are also conducted by a part time Life Skills teacher and Inmate Chaplain.

Alcoholics Anonymous was offered to inmates at MCDF in 2008. We had 515 inmates attend this program in 2008 compared to 434 in 2007. The overcrowding of inmate population contributed to this increase in attendance. Volunteers conduct meetings on a weekly basis for AA. While there are various factors that have a role into the number of inmates that participate each week overall inmate population and class size restrictions are still the largest factors.

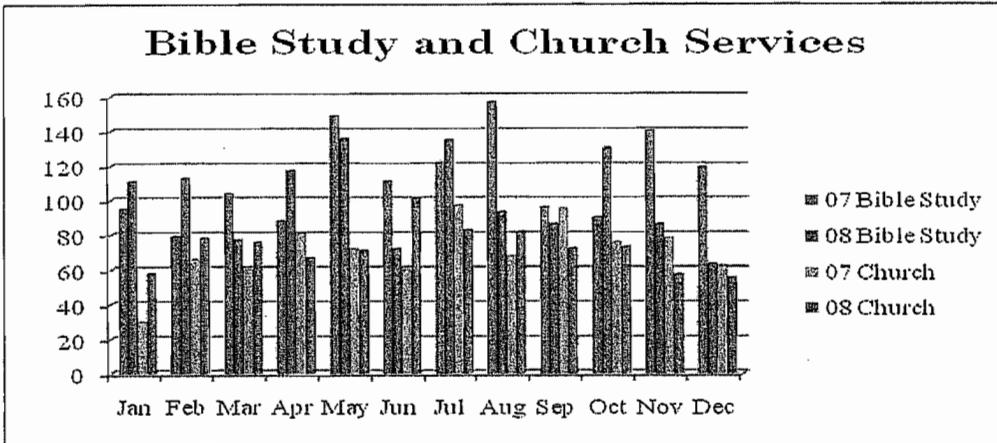


**GED** (General Equivalency Diploma) classes are offered to inmates 5 days a week. As with all programs males and females have separate classes. The teacher for the GED program is contracted through the Regional Office of Education. Continued participation in this program is based on individual performance and behavior. Obtaining a GED certificate while in MCDF is done so at no charge to the inmate, it is our goal that when they leave our facility they will continue their education and be able to become gainfully employed or maintain steady employment. Inmates that are unable to complete the program while incarcerated are provided information in the community where they can continue their GED education.



This program offered in the jail provides an opportunity for inmates to communicate with their children while incarcerated. This program promotes individual as well as family literacy. Inmates are allowed to pick out a storybook suitable for their child and their own reading level. The inmate will record the book on cassette tape with a volunteer present, the book and tape will be mailed to the child at no cost to the inmate. STAR Adult Literacy, through the Regional Office of Education has written and received a grant each year from the Secretary of State office to fund this program. The Mid-State and Illinois Reading Councils have also donated materials and staff time for the program.

The Illinois State Board of Education and the Illinois Reading Council selected this program to be a pilot program for the State of Illinois. They funded a film crew to film a training video here at MCDF on how to start this type of program in other facilities. Several state and local agencies have had interest in this program and some have implemented the program based on our provided information. The video has reached facilities across the nation through the work of the Illinois Reading Councils collaborative efforts with the Mid-State Reading Council.



Bible Study and Church Services are run as non-denominational programs. Volunteers work with inmates, as well as with the individuals released back into the community. The Jail Chaplain oversees the scheduling of these programs. Churches in our community assist us by making donations of Bibles and other religious materials as needed.

**LIFE SKILLS:** Classes are geared towards providing inmates with the tools needed to help them connect back to the community upon their release. The classes provide tools for individuals to improve basic work skills they may already have or develop skills needed to stay in or enter the work force. The class encourages use of the library and other resources available in the community. This class assists participants on how to find the right job for them based on their education, skills and interests, as well as networking skills to use when looking for a job. The class educates inmates on what documents they may need after their release (birth certificates, Social security cards) and how to obtain them. The class offers assistance in learning basic budgeting and money management. The class addresses where to go in the community to find affordable housing based on income and transitional housing or other assistance programs for basic living needs are also addressed. Discussion on basic hygiene, health care, community and government services is also available. With computers being a key component of the workforce, we provide computers in the classroom loaded with various educational software to assist with the individuals learning needs. The computers are also used to learn or improve keyboarding skills. While Life Skills classes are generally geared towards the specific needs of an individual, group discussions can be utilized. Videos are utilized to address issues such as anger management and how to reconnect with the family after being in jail/prison. We have recently contracted a certified teacher to instruct this program. Profits from the sale of inmate phone cards pay for this contract.

## Commissary

Illinois State Statute and the Illinois County Jail Standards require commissary to be provided to inmates once each week. Our commissary contains hygiene items, correspondence materials, limited undergarments, shoes, snack and food items and phone cards. Inmates are permitted to purchase from the commissary if they have funds in their Inmate Trust Fund Account. Proceeds of the Inmate Commissary and Phone Card Sales supports and maintains our jail programs along with community and limited County budget contributions.



2008 was a year of many accomplishments and changes, which had a direct effect on some operations conducted by the division. For example at the beginning of August 2008 due to manpower and operational needs an investigator was removed from the division. The loss of this one investigator, although seemingly small equates to one fourth of the division's manpower. Thus when this investigator was no longer available that detective's case load fell to other members of the division, which bring us to one of the biggest accomplishments in 2008. The remaining investigators handled this shortage expertly well and ensured the citizens of McLean County received the same level of personal service and attention that they have now become accustomed to. That is not to say there were not tradeoffs. Like the laws of supply and demand or Newton's Law of Physics, which states for every action there is a reaction, the same holds true for Law Enforcement. Our tradeoff was delegating almost all of our time to our case loads to ensure that victims were properly attended to. This greatly reduced the amount of time the division could attend to proactive policing. To understand this, this report will discuss how the division works and how the statistical information is gathered and applied to so that logical conclusions can be made.

Before looking at this report, one must understand the function of the Criminal Investigation Division, which is commonly referred to by the acronym of (C.I.D). Most of the cases assigned to CID are cases which require crime scene processing, multiple interviews, and often involve several agencies including other police departments, fire and social services. These cases are generally considered the most serious of crimes and are largely the same crimes associated with the Uniform Crime Report or (UCR). The UCR illustrates the movement of crime trends locally and nationally. These crimes include, but are not limited to: murders, aggravated assaults and batteries, sexual assaults, robberies, burglaries, and arsons. However, looking solely at UCR crimes will not tell the whole story especially at the local level. Accordingly, this report will address the work done by the investigators of Sheriff's Office and the changes that occurred doing the year, which may have or did have a direct effect on the statically information.

Because multiple agencies fall within the boundaries of the Sheriff's Office's jurisdiction, such as Chenoa, Le Roy, Lexington, Mclean, and others, including Bloomington/Normal, some crimes are not directly reported to the Sheriff's Office and therefore don't show up on our statically information. That does not mean that the Sheriff's Office, especially CID, is not affected by these cases. Not all rural agencies have the manpower to provide 24 hour a day service, so when their agency is unavailable policing falls to the Sheriff's Office. Furthermore all the rural police agencies are limited in resources and rely on the Sheriff's Office for support when it comes to crime scene processing and case management for their more serious and complex crimes. Understanding this one must keep in mind that when it comes to applying statical information to activity it will never fully tell the complete story and at times even be misleading. It is impossible to fully track all the work done by the investigators because of the way their duties intertwine with these other agencies. Often times case are jointly connected to Bloomington and Normal Police. The Sheriff's Office could clear one of our cases, but that case may be directly linked to several Bloomington/Normal cases, thus clearing their cases as well, or the reverse could be true. In some cases, this assistance is documented by generating an agency case number, which can be tracked. However, many if not most joint investigations are done under the originating case number, therefore work done under those cases are not or cannot be reasonably tracked, thus will not show up in our static data.

In 2008 19 cases were documented where CID assisted other agencies ranging from crime scene processing to assistance with interviews. These numbers do not include any reports generated from the village of Stanford, who was largely without a police department in 2008 due to personnel changes. For the purpose of this report it is assumed that any crimes related to Stanford will be included with the departmental information. However, since there was a period of time where Stanford was operating a police department, this only adds to the margin of error when looking at information regarding assisting the rural police agencies.



## Crimes and Case Assignments

Not all police reports generated are crime related. Often we act as a source of documentation for the general public who may wish to report concerns related to civil issues or report an incident which did not reach the level of criminal activity, but was yet alarming. Acknowledging that not all reports are criminal in nature, we can start by

looking at the total number of police reports taken. We make the assumptions that the non-criminal reports stay fairly consistent from one year to the next. Making that assumption, we can then look at the actual crimes reported and their trends. Once we have looked at the statistical information, we can then compare one year to another and hopefully make some logical conclusions to determine the unit's productivity and any trends in criminal activity.

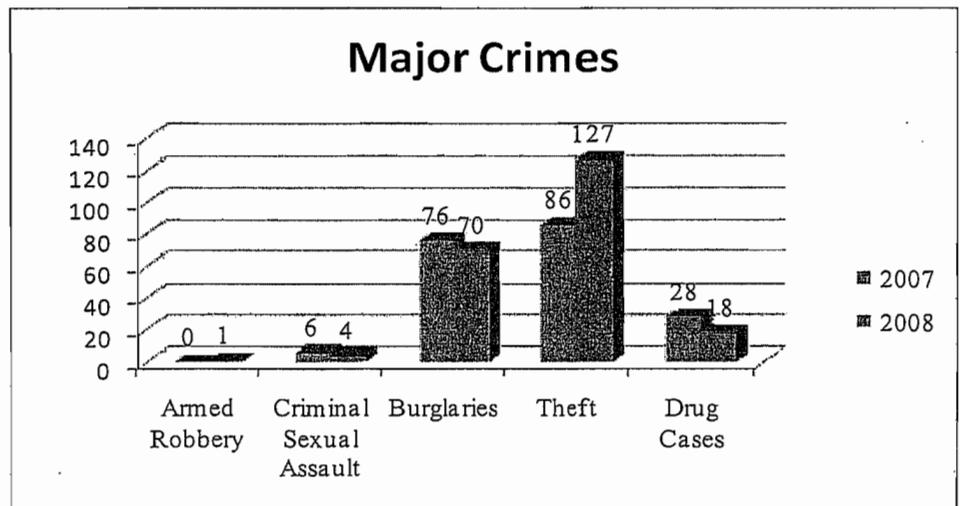
Most crime trends in McLean County increased 2008 and at first glance it would appear it did so at an alarming rate. However, because of the numbers involved are small, small changes equate to large percentage changes. For example in 2007 there were no murders in the county, but in 2008 there was 1, therefore a 100% increase. Keeping this in mind the numbers do bear that we did have an increase in criminal activity.

The total number of reports taken was up by 8% in 2008 over 2007, going from 1535 in 2007 to 1661 in 2008. With the number of reports going up one would expect that the number of cases assigned to the detectives would have gone up as well, but they did not. In 2007 220 cases were assigned to the investigators while 198 were assigned in 2008. I believe this is a direct result of two factors. The first factor being that about half the year of 2008 the lack of the fourth detective prevented limited time to produce officer initiated drug cases. This is verified by an almost 40% decrease in drug cases worked by the investigators. Secondly while no cases were neglected some cases that normally would have been assigned to investigators were re-routed for a short period while the division was dealing with a homicide investigation. Although the numbers show a decrease in activity 2008, the opposite is true; the investigators at times were doing everything they could just to keep up with the case load in 2008.

In the 2007 yearend report it was predicted that a substantial decrease in the statistical data would be seen in 2008 in regards to drug enforcement activity as the work load was being readjusted to reflect the normal activity under Sheriff Emery's direction. As the case loads have now had a full year to adjust, I believe that prediction came true with even a larger drop than anticipated due to the manpower shortage mid-2008 and the increase demand to keep up with the cases load.

The total number of reports taken was up by 8% in 2008 over 2007, going from 1535 in 2007 to 1661 in 2008.

There was 1 Homicide in 2008, other deaths were related to motor vehicles crashes. Those cases which involved traffic crashes were investigated by the accident investigation team. Other major crimes:



## Domestic Violence Officer

Also under the oversight of the C.I.D. Commander is one officer who is assigned to investigate cases involving Domestic Violence. Obviously, due to the nature of the investigator's job, the number of cases assigned to the investigator is limited to the number of Domestic Violence reports filed. This position is funded by a domestic violence grant which is shared by the State's Attorney's Office and the Sheriff's Office.

A total of 215 reports of Domestic Violence were assigned to the Domestic Violence Officer in 2008 a 15 percent increase over the 187 reports filed last year. Of those cases the following is a breakdown of the reported offenses: (\*\*\*)Listed totals are higher than total reports taken because multiple offenses can be listed on one report(\*\*\*)

207	counts of Domestic Battery/Domestic Dispute
2	counts of Aggravated Domestic Battery
8	counts of Unlawful Restraint
21	counts of Violation of Orders of Protection
8	counts of violation of bail bond



### U.S. Marshal's Service Joint Task Force Participation:

The Sheriff's Office supports the U.S. Marshal's Task Force by supplying an investigator to participate in their unit. The U.S. Marshal's Task Force is dedicated to tracking down and capturing fugitives from all over the U.S. who are wanted for serious offenses. Detective Zoeller is currently our investigator assigned to the local Task Force, which covers the counties of Champaign, McLean, and Peoria as well as other smaller surrounding counties. The local Bloomington unit handled 323 cases a 13% decrease from the previous year. Like the domestic violence unit the Marshall's Task Force does not have much control over their case load. Their case load is largely based on agencies demand; therefore increases or decreases are out of their control. However, because of the local unit's hard work and dedication, three murder suspects were captured and a large number of other violent offenders wanted from all over the U. S. were taken off the streets of McLean County and surrounding counties.



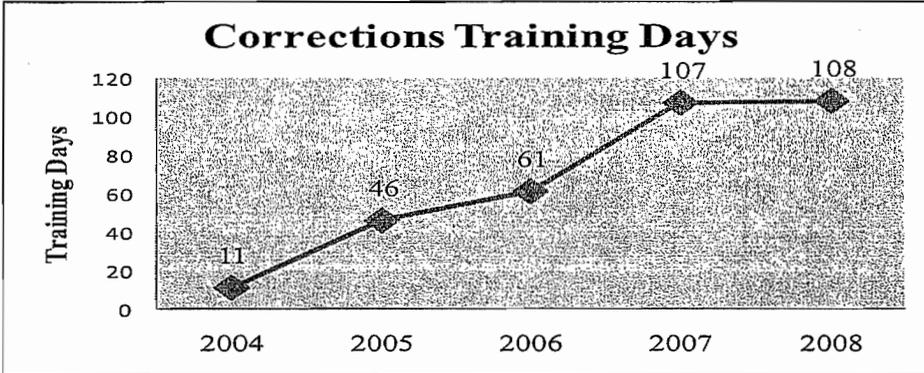
### Task Force 6 Officer:

The Sheriff's Office also supports the State's local drug task force know as Task Force 6. By the end of 2008 Inspector Witkowski had opened 17 new drug cases and assisted with many more. No statistical information is available since all data is often highly classified, and maintained by the State Police.

# Support Services Division—Training

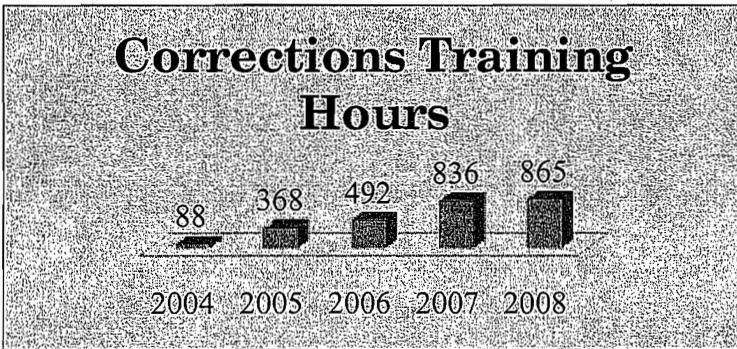
The support Services Commander is responsible for all training associated with Law Enforcement and Correctional staff. In order to provide professional services and maintain safety and security, it is important that our staff maintains a current knowledge of technical improvements and up to date changes in our statutory requirements.

In 2008 Lt. Brent Wick worked with Operations Officer Jamey Kessinger from the Jail division on increasing and offering quality training for their staff. For 2008, departmental training for both Corrections and Patrol totals are as follows:

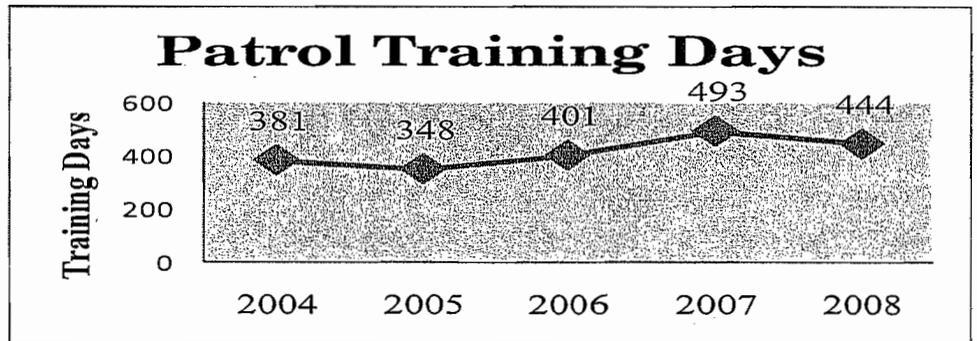


Corrections had 865 training hours or 108 training days for the staff. This represents a 3% increase in the number of training hours and days compared to 2007 stats. Training hours last year were affected by staffing issues created from retirements and resignations in the detention facility but that is expected to improve in

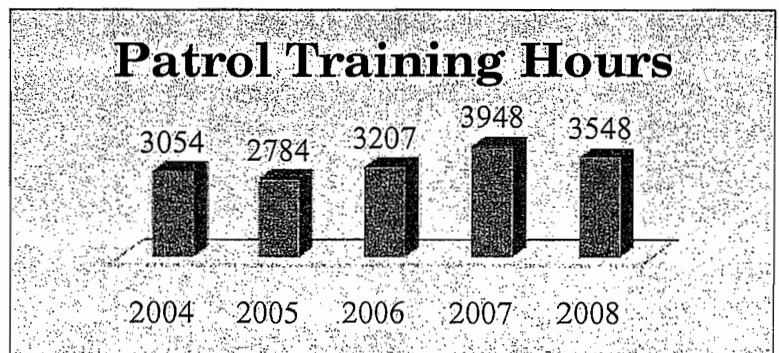
early 2009.



For the Patrol staff there were 3,548 hours of training provided which equates to 444 training days for Deputies. This shows a 9% decrease over the number of hours and days trained in 2007.



Training hours last year were affected by staffing issues created from retirements and resignations but that is expected to improve in 2009. Working with the local training unit we continue to bring progressive and forward thing training to the region so that local officers are kept current on changing trends in law enforcement.



## Support Services Division—Technology

### **Squad**

In January 2008 the Mobile Data Computer (MDC) project that would replace all of the existing units in the squad cars was implemented. Part of this project, was the replacement of the data radio's in the squad cars. The data radio provides the connectivity of the MDC with the State of Illinois when the Deputies check driver's license and vehicle registrations along with receiving calls for service when dispatched. With the new MDC's we chose to utilize the Verizon broadband wireless network due to the improved overall speeds available and the large coverage area in the county.

Once the new MDC's and mounts were replaced in the squad cars, we worked diligently with the counties Information Technology staff who had already purchased and installed a T-1 line to Verizon in Hickory Hills. This connection allows the Deputy in the field to have the same access to software that they would have if they sat at a workstation in the Law and Justice Center. In addition to the T-1 line, they also purchased and installed a product called "Net Motion" to secure and encrypt our criminal justice data going to the squad car MDC's. To ensure operating uniformity in the squad cars, we worked with IT staff to make sure that software conformed to the appropriate security as outlined by county and departmental policies.

The following are highlight of what can be accessed now in the squad cars:

EJS (Integrated Justice Software)

County E-mail

Sheriff's Office Intranet (Policies and Procedures, Vacation Checks etc.)

National Weather Service

Mapping

Computer Aided Dispatching (CAD)

The system is configured in such a way that if other software or additional features are needed in the future, they can be added and minimal expense.

### **Crash Mapping**

During 2008 the Sheriff expressed an interest in having the ability to map the traffic crashes that our agency handles, put into a mapping program that Deputies could access and identify potential problem areas. The Sheriff's Office now has a working program that is updated on a regular basis so that Deputies can access needed crash information when needed.

### **Renovations**

During the first half of 2008 Deputy Thompson and I continued to work with the Jail administrator, contractors and construction staff to ensure that the necessary infrastructures for telephones and data communications were in place for the renovated booking area in the jail. Once complete, the new computers and equipment associated with the jail booking process was placed back into operation in the new locations to ensure a smooth operational transition. The renovation process for the entire Sheriff's office was finally completed in September.

### **Radio Upgrades**

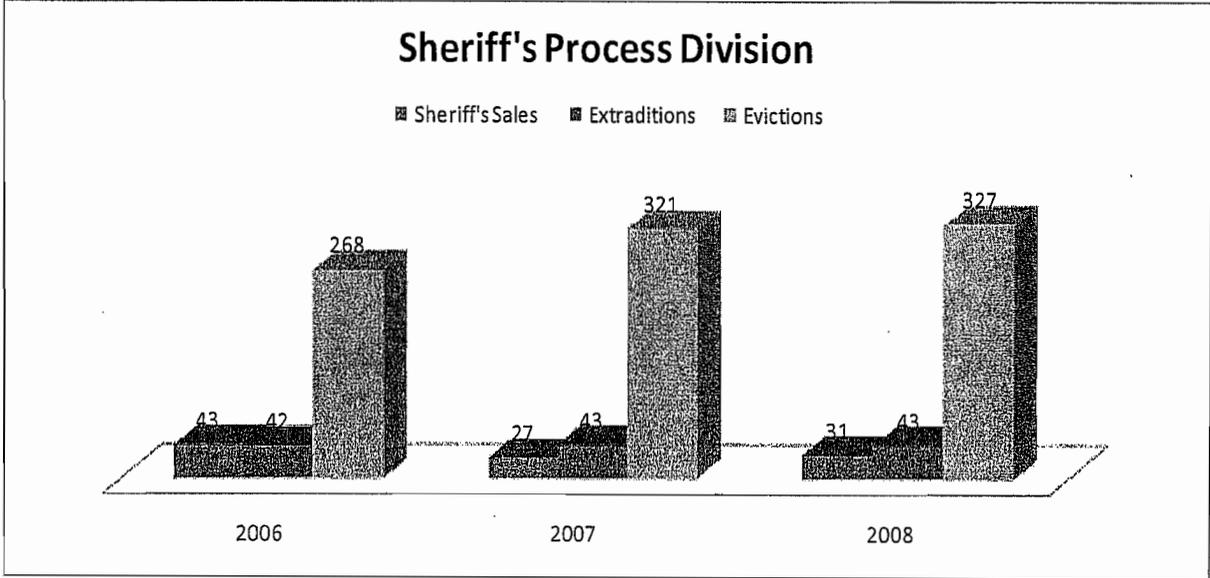
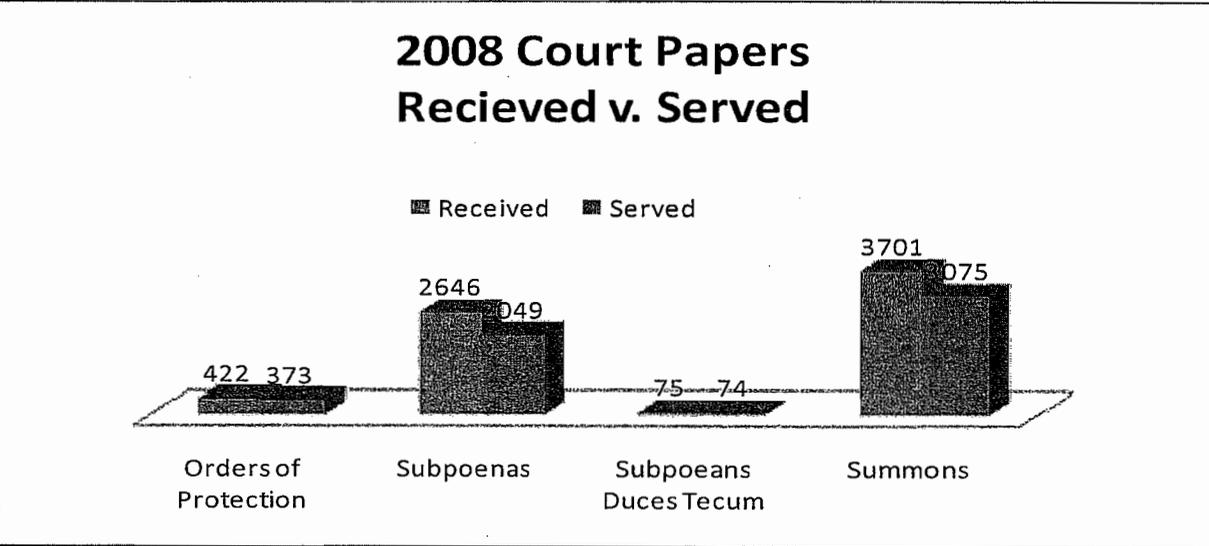
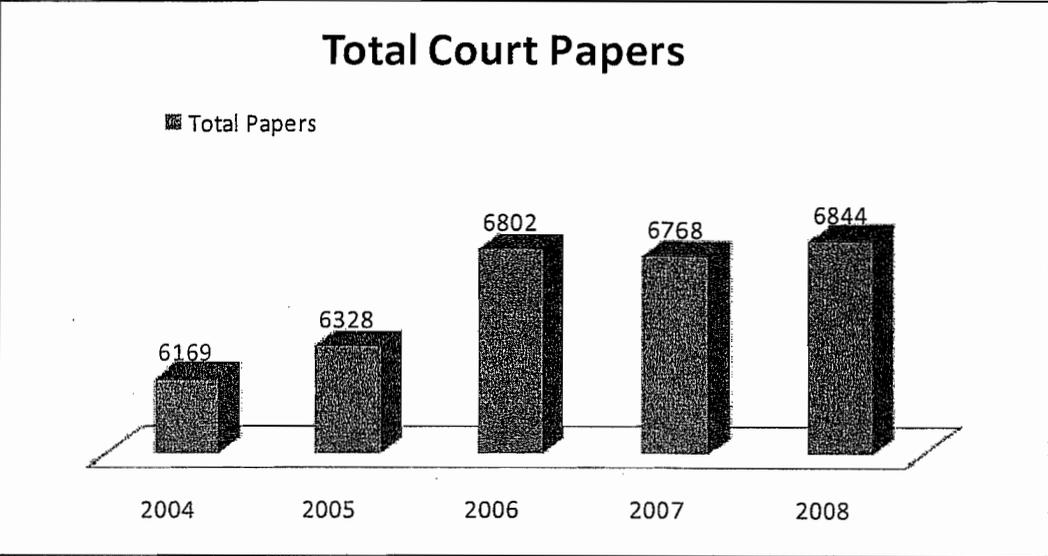
During 2008 communications efforts presented many challenges for not only our office, but other local agencies as well. As part of the re-banding effort, all radios in the county had to be "touched" in order to complete required software upgrades to the units. During the months of May and June we worked with Normal Police Department and Normal Public Works to use a donated area in one of their buildings to set up and conduct the re-banding of the radios. During that period over 350 radios, both portables and mobiles were involved. During the fourth quarter of 2008, tower site work was also completed. By completing the needed reprogramming work on the radios and finally the tower sites, a long two years of paperwork and planning, the project was completed, tested and approved in December. The final forms will be signed in early 2009.

# Support Services Division—Process

The Process Division of the McLean County Sheriff's Office consists of three full time sworn Deputy Sheriffs.

In addition to these three, the Patrol Division Deputies serve most of the process papers in the rural unincorporated areas of McLean County including the rural incorporated towns and villages.

The Process Division had an 81.4% service rate for 2008.



## Division of Operations—DARE Officer

The year 2008 saw Deputy Sara Bay continue as McLean County's D.A.R.E. Officer. Deputy Bay instructed a total of 843 children, in 42 classes, at 9 different schools, grades 2<sup>nd</sup> to 6<sup>th</sup>. In the fall of 2008 she added and set up a program for 7<sup>th</sup> graders as well. She put together an ice skating night for each school, DARE night at the Coliseum with the Prairie Thunder, DARE day at the Peoria Chiefs' game, and a DARE dance at the ELKS Lodge for the children. Deputy Bay also put on drug awareness presentations for local Boy Scout troops. She put together a D.A.R.E. fundraiser with the assistance of Casey's General Store that was very effective.

She has also been active in designing recruitment brochures for the Sheriff's Office. Deputy Bay has also spent time assisting Patrol, she would cover Patrol if someone was sick or if she didn't have school that day. She would cover the desk when needed. Process, Court Security and CID divisions as needed based on her availability. She also participated in illegal alcohol sale sting details. She accompanied the CS (Confidential Source) to all alcohol buy locations and relayed the information to the Patrol Sgt. Or Deputy to make the arrest.

Deputy Bay has instructed the following grades and numbers of students:

### Number of Students Per Grade

School Name	Ridgeview	Towanda	Carlock	Hudson	Heyworth	Metcalf	Olympia	Le Roy	Tim Valley
2nd Grade	40	29	23	45	57	0	0	0	0
4th Grade	44	27	22	40	63	0	0	0	0
5th & 6th Grade	42	28	21	42	60	43	44	51	63
7th Grade	0	0	0	0	88	0	0	0	0

### Operations: Employment

The Operations Division performed 35 background investigations. Eleven of the investigations were applicants for Correctional Officer, three for Control Operator and four for internships at McLean County Detention Facility. In addition eight background investigations were for Deputy and five for LEO internships. The Sheriff's Office also conducted 4 backgrounds for the Stanford Police Department.

The following is a breakdown of the results of the background investigations initiated in 2008 and results:

Correctional Officer: 3 hired, 7 rescinded, 1 turned down job.

Control Operator: 2 hired, 1 being completed.

MCDF Interns: 3 accepted, 1 denied.

Deputies: 4 hired, 4 offers rescinded.

MCSO Interns: 4 accepted, 1 denied.

Stanford PD: 3 positive recommendations, 1 non-positive recommendation.

## Operations: Fleet

In 2008 the Sheriff's Office continued its fleet transition from Chevy Impala Squads to Ford Crown Victoria Police Interceptors. Two new MCDF transport vans were also purchased.

One jail van was equipped with a "Van Cell" inmate transportation system. This device should add significantly to officer and inmate safety and security.

During the 2008 bid the department was able to take advantage of a special incentive for ordering the new squads sooner than usual. This amounted to a fleet savings of just over \$12,000.

In January 2008 the Operations Division came in contact with the West Chester County, Pennsylvania, Department of Emergency Services. This contact was to work out an arrangement in which the McLean County Sheriff's Office would sell our old, unused, EF Johnson radio equipment to West Chester County. The sale was finalized a few months later and resulted in McLean County making a \$36,000 profit on the unused and outdated equipment.

## Accident Investigation

2008 proved to be a slower year for the Accident Investigation team. Team members Sgt. Sandage, Sgt. Simmons, Sgt. Gamble, Deputy Kretlow and Deputy Wagner responded to a total of 4 serious accidents in 2008 that lead to only one fatality, compared to 12 accidents and 9 fatalities in 2007.

The following is a listing of the accident dates and locations and the outcomes of those accidents:

- 06/07/08      500 North at 3100E. This accident involved a garbage truck which ran the stop sign on 3100E at 500N, and struck a pickup truck travelling East on 500N. The driver of the garbage truck was issued a citation for disobeying a stop sign, the driver of the pickup did not suffer life threatening injuries.
- 07/14/08      Pedestrian versus train accident which occurred ¼ mile South of Rt.24 in Chenoa. Investigation revealed that a subject was sitting on the train rails and stood up as the train approached but did not get out of the way in time. A letter found at the scene would suggest that this was an intentional act, the subject was pronounced dead at the scene and was under the influence of alcohol and prescription meds.
- 09/10/08      1900E at 700N. This was a motorcycle accident, which lead to the fatality of Daniel Debernardi. Investigation revealed that Debernardi was travelling South on 1900E, when he apparently believed a school bus was going to pull out in front of him at 700N. Witnesses stated that it appeared that Debernardi purposely laid his bike down, which caused him to strike his helmeted head on the pavement. Debernardi died from his head injury two days later. No citations were issued and no alcohol or drugs were involved.
- 12/10/08      Ropp road, ½ mile North of White Oak road, Vehicle Vs. pedestrian. A female who crashed her vehicle on I-55 walked to Ropp road and lunged in front of a vehicle travelling south on Ropp road. The female was hospitalized with head and leg injuries, and upon her release two days later, committed suicide by overdose at her residence in Livingston County.

2008 was not as active a year for the A.I. team however they were still able to utilize the total station, an accident reconstruction tool, and stay proficient on its operation. Sgt. Sandage would like to see more officers trained to the Reconstruction level in 2009, if the classes become available.

MCDF Average Population  
By Month 2008/2009

Month	April	May	June	July	August	Sept	October	November	December	January 2009	February	March	Average
Daily Total	267.07	266.13	257.80	286.55	281.19	277.23	286.39	279.57	247.35	248.39	245.43	245.12	265.69
In House	208.50	206.35	208.47	216.19	214.55	214.80	216.61	211.20	208.29	222.97	218.11	218.12	213.68
Female	35.37	35.55	35.87	43.42	34.68	31.50	26.32	26.83	23.23	30.00	30.21	28.64	31.80
Male	230.10	230.61	221.93	243.13	246.52	245.03	260.06	252.73	224.13	218.29	215.21	216.48	233.69
Spec Needs Female	5.07	6.13	5.60	7.71	5.97	5.60	4.74	6.30	6.55	5.87	4.68	6.84	5.92
Spec Needs Male	17.97	16.23	15.63	18.00	18.06	19.57	22.00	18.10	14.97	19.61	17.11	18.48	17.98
Str Sent Female	8.20	7.61	6.87	7.23	8.10	9.17	8.65	10.17	10.45	15.94	12.43	9.60	9.54
Str Sent Male	43.27	42.10	33.10	37.58	40.29	42.10	50.55	50.80	47.10	52.97	50.82	55.40	45.51
Weekender Work Rel Female	7.13	5.13	6.20	6.35	5.16	1.90	1.81	1.70	0.13	0	2.39	4.16	3.51
Weekender Work Rel Male	37.37	34.42	33.00	34.10	36.10	34.23	37.74	41.17	28.52	22.74	26.57	26.40	32.70
Other Fac Female	3.83	5.65	4.27	8.13	3.52	1.03	1.00	.17	0	0	2.36	0	2.50
Other Fac Male	31.47	31.77	25.70	38.32	40.58	43.10	44.26	43.83	21.94	12.67	12.11	14.80	30.05

MCDF Average Population  
By Month 2009

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	248.39	245.43	245.12										246.31
In House	222.97	218.11	218.12										219.73
Female	30.00	30.21	28.64										29.62
Male	218.29	215.21	216.48										216.66
Spec Needs Female	5.87	4.68	6.84										5.80
Spec Needs Male	19.61	17.11	18.48										18.40
Str Sent Female	15.94	12.43	9.60										12.66
Str Sent Male	52.97	50.82	55.40										53.06
Weekender Work Rel Female	0	2.39	4.16										2.18
Weekender Work Rel Male	22.74	26.57	26.40										25.24
Other Fac Female	0	2.36	0										0.79
Other Fac Male	12.67	12.11	14.80										13.19

**Office of the Coroner  
McLean County  
FEB 2009 REPORT**

	<b>FEB 2009</b>	FEB 2008	<b>TYTD 2009</b>	LYTD 2008
<i>Cases</i>	<b>82</b>	87	<b>160</b>	172
<i>Autopsies</i>	<b>12</b>	12	<b>28</b>	21
<i>Out/County Autopsies</i>	<b>15</b>	12	<b>38</b>	33
<i>Inquests</i>	<b>0</b>	2	<b>0</b>	4
<i>Coroner Rule</i>	<b>7</b>	5	<b>11</b>	10

**FEB TOTAL DEPOSITS**

	<b>2008 REV.</b>	<b>2009 REV.</b>
<i>Copy Fees</i>	0	\$ 769.00
<i>Morgue Fee</i>	\$4,113.00	3,079.00
<i>Reim/Services</i>	0	480.00
<i>Paid to Facil. Mgt/Morgue Clean</i>		1,620.00
<i>State of IL Death Cert Surcharge Fund</i>		4,415.00

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

*Traffic Crash* – 0  
*Medical/Sudden death* – 7 (2 no autopsy)  
*Homicide* – 0  
*Other* (pending tox. & autopsy results and/or inquest ruling) – 9 (2 no autopsy)

**OPEN DEATH INVESTIGATIONS**

*Traffic Crash* – 1    *Homicide* – 0  
*Medical/Sudden death* – 9                      *Other/Pending* - 13

## McLean County State's Attorney's Office 2009 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2009 YTD 2008 YTD Total Projected 2009

**CRIMINAL**

Felony	65	85	124										274	345	1,419	1,111
Misdemeanor	159	169	256										584	579	2,793	2,368
Asset Forfeiture	23	18	20										61	37	132	247
Mental Health	15	12	20										47	27	172	191
<b>Family Totals</b>	<b>29</b>	<b>51</b>	<b>92</b>										<b>172</b>	<b>158</b>	<b>687</b>	<b>698</b>
Family	15	33	64										112	90	429	454
Order of Protection	14	18	28										60	68	258	243
<b>Juvenile Totals</b>	<b>9</b>	<b>11</b>	<b>23</b>										<b>43</b>	<b>78</b>	<b>309</b>	<b>174</b>
Juvenile	1	0	0										1	1	3	4
Juvenile Abuse	5	6	18										29	49	151	118
Juvenile Delinquency	3	5	5										13	28	155	53
<b>Traffic Totals</b>	<b>1,719</b>	<b>2,420</b>	<b>3,486</b>										<b>7,625</b>	<b>7,868</b>	<b>33,170</b>	<b>30,924</b>
Traffic	1,646	2,344	3,374										7,364	7,635	32,289	29,865
DUI Traffic	73	76	112										261	233	881	1059

**CHILD SUPPORT**

Paternity cases filed	5	5	12											22	20	90	89
Paternity cases established	6	2	8											16	21	80	65
Paternities excluded	0	0	0											0	5	22	0
Support Orders entered	62	53	64										179	226	929	726	
Modification proceedings filed	28	31	29										88	45	214	357	
Modification proceedings adjudicated	19	20	29										68	57	177	276	
Enforcement actions filed	59	0	82										141	158	610	572	
Enforcement actions adjudicated	77	73	80										230	302	1,225	933	
Hearings set before Hearing Officer	84	81	97										262	238	963	1,063	
Orders prepared by Hearing Officer	84	81	97										262	230	938	1063	

2009 Projected = (2009 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

March 31, 2009

STATE'S ATTORNEY:

Beginning Balance 12/31/2008	\$ -10,713.39
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>2,235.39</u>
Total Funds Available	\$ -8,478.00
Expenditures	<u>1,093.52</u>
Fund Balance 03/31/2009	\$ -9,571.52

SHERIFF:

Beginning Balance 12/31/2008	\$ 39,183.42
Revenue	<u>1,734.00</u>
Total Funds Available	\$ 40,917.42
Expenditures	<u>19,110.70</u>
Fund Balance 03/31/2009	\$ 21,806.72

TOTAL FUND BALANCE                      March 31, 2009                      \$ 12,235.20

April 6, 2009

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

Re: Monthly Caseload - MONTH ENDING February 28, 2009

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 2008	MONTHLY TOTALS 2009	YTD TOTALS 2008	YTD TOTALS 2009	% CHANGE YTD
FELONIES	68	86	169	144	<15%>
MISDEMEANORS	140	86	214	201	<6%>
DUI	22	22	56	54	<4%>
TRAFFIC	55	58	91	150	65%
JUVENILE	20	5	41	16	<61%>
(DELINQUENT)	11	2	22	7	<68%>
(ABUSE/NEGLECT)	9	3	19	9	<53%>
MENTAL HEALTH CASES	2	7	10	14	40%
Involuntary Commitment	2	7	10	14	40%
Medication Compliance Orders	0	0	0	0	0%
POST-CONVICTION & SVP/PCA CASES	0	1	0	3	300%
TOTAL	307	265	581	582	0%

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING February 28, 2009**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	RON LEWIS	8	14	1
F	JAMES TUSEK	9	12	6
F	CARLA HARVEY	9	14	8
F	BRIAN MCELLOWNEY	11	14	5
F	JOHN WRIGHT-C	6	11	NA
F	TERRY DODDS-C	7	14	NA
F	DAVID RUMLEY-C	7	12	NA
F	KELLY HARMS	26	48	8
F	JENNIFER LOCKE	1	2	0
CM	JENNIFER LOCKE	43	97	6
F	AMY RUIPER	0	0	1
CM	AMY RUIPER	43	104	6
DUI	BARBARA BAILEY	7	24	4
TR	BARBARA BAILEY	26	67	1
DUI	RACHELLE ROTH	15	30	0
TR	RACHELLE ROTH	31	82	0
F	ART FELDMAN	2	3	0
JD	ART FELDMAN	2	7	2
JA	ROB KEIR	3	7	NA
JA	MATTHEW KOETTERS	3	8	NA
JA	ALAN NOVICK-C	0	2	NA
PC/SVP	KEITH DAVIS-C	2	4	NA
PVT	PRIVATE COUNSEL-CF	8	23	0
PVT	PRIVATE COUNSEL-CM	6	15	0
PVT	PVT COUNSEL-DUI/TR	7	12	0
W/D	WITHDRAWN-CF	0	1	0
W/D	WITHDRAWN-CM	6	8	0
W/D	WITHDRAWN-DUI/TR	1	2	0

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

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

February 2009 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	56	66	27
PLEA / LESSER	5	2	2
BENCH TRIAL / WIN	1	1	0
BENCH TRIAL / LOSS	1	3	0
JURY TRIAL / WIN	1	1	0
JURY TRIAL / LOSS	3	2	1
DISMISSED / UPFRONT	5	14	4
DISMISSED / TRIAL	2	6	0
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	1	11	8
PRIVATE COUNSEL	8	6	7
PLEA / BLIND	2	2	0
REFILED AS FELONY	0	0	0
WITHDRAWN	0	6	1
DIRECTED VERDICT	0	1	0
P.D. DENIED/NOT RECOMMENDED	1	4	0