



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Tuesday, August 5, 2008
4:30 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – July 1, 2008
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Joan Naour, Director, Correctional Health Services
 - 1) Items to be Presented for Action:
 - a) Request Approval of Renewal of an Agreement with Eric Abreu, DDS, for the Provision of Dental Clinician Services at the McLean County Adult Detention Facility 1-5
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Cindy Brand, Jury Commission
 - 1) Items to be Presented for Information:
 - a) Six-Month Report 6-9
 - b) General Report
 - c) Other

C.	Amy Davis, Public Defender		
	1) <u>Items to be Presented for Information:</u>		
	a) Monthly Caseload Report, June 2008		10-12
	b) General Report		
	c) Other		
D.	Bill Yoder, McLean County State's Attorney		
	1) <u>Items to be Presented for Action:</u>		
	a) Request Approval of a Domestic Violence Multi-Disciplinary Team Grant Extension of \$76,386.00 from the Illinois Criminal Justice Information Authority for Fiscal Year 2008-2009		13-20
	2) <u>Items to be Presented for Information:</u>		
	a) Monthly Caseload Report		21
	b) Asset Forfeiture Fund Report		22
	c) General Report		
	d) Other		
E.	Lori McCormick, Director, Court Services		
	1) <u>Items to be Presented for Action:</u>		
	a) Request Approval of a Domestic Violence Multi-Disciplinary Team Grant Extension of \$50,923.00 from the Illinois Criminal Justice Information Authority for Fiscal Year 2008-2009		23-31
	2) <u>Items to be Presented for Information:</u>		
	a) Court Services Adult/Juvenile Division Statistics, June 2008		32-33
	b) Juvenile Detention Center – McLean County Statistics, 2008		34-35
	c) Juvenile Detention Center – Out of County Statistics, 2008		36-37
	d) General Report		
	e) Other		
F.	Judy Renner, Director, Children's Advocacy Center		
	1) <u>Items to be Presented for Information:</u>		
	a) Monthly Statistical Report		38
	b) CASA Report		39
	c) General Report		
	d) Other		

- G. Sandy Parker, McLean County Circuit Clerk
- 1) Items to be Presented for Information:
 - a) Statistical Reports, June 2008 40-48
 - b) Statistical Reports, Second Quarter 49-57
 - c) General Report
 - d) Other
- H. Mike Emery, McLean County Sheriff
- 1) Items to be Presented for Action:
 - a) Request Approval of Renewal of Intergovernmental Agreement between the City of Bloomington, the County of McLean and the Town of Normal Regulating the Use by the County of McLean and the Town of Normal of the Police Shooting Range Facility of the City of Bloomington 58-64
 - b) Request Approval of Renewal of Identix Maintenance Agreement for Livescan Digital Fingerprinting Scanner 65-70
 - c) Request Approval of an Intergovernmental Agreement between McLean County Sheriff's Office and the Olympia School District #16 for a School Resource Officer 71-76
 - 2) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report, July 2008 77--78
 - b) Report regarding performance of StarCom Radio System at State Farm on July 7, 2008
 - c) General Report
 - d) Other
- I. Beth C. Kimmerling, McLean County Coroner
- 1) Items to be Presented for Information:
 - a) Monthly Report, June 2008 79
 - b) General Report
 - c) Other
- J. Will Scanlon, Court Administrator, Circuit Court
- 1) Items to be Presented for Action:
 - a) Request Approval of an Ordinance of the McLean County Board Increasing the Filing Fee in all Civil Cases to fund the Neutral Site Custody Exchange Program of the Family Visitation Center 80-86
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

5. Other Business and Communication
6. Recommend payment of Bills and Transfers, if any, to the County Board
7. Adjournment

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

MEMORANDUM

DATE:	July 24 th , 2008
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JN</i>

TOPIC: RECOMMENDATION FOR RENEWAL OF AGREEMENT WITH ERIC ABREU, DDS, FOR THE PROVISION OF DENTAL CLINICIAN SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY

Eric Abreu, DDS, has provided dental clinician services for the McLean County Adult Detention Facility since September of 2007.

In the past year, Dr. Abreu has provided on-site dental evaluation and treatment for approximately four hours each week. We have been very impressed with Dr. Abreu's practice style and his ability to work with the inmate population and the McLean County Detention Facility staff.

We recommend that the agreement for dental clinician services be renewed for a two year time period, and that the compensation for the 2008-2010 contract years be paid at an hourly rate of \$140.00 portal to portal, in addition to a monthly retainer of \$106.00. These figures represent an increase of 6%; however, the initial agreement in 2007 was based on figures which were negotiated with the previous dental clinician in December of 2004 and this new rate will be effective for a two year time period.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

**AGREEMENT
FOR DENTAL CLINICIAN**

THIS AGREEMENT, is made this 19th of August, 2008, by and between the McLean County Board, (hereinafter known as the Board), and, Eric Abreu, a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992), to provide medical and dental care to inmates housed at the McLean County Detention Facility; and,

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

WHEREAS, the Dental Clinician has the capacity to provide such service:

THE DENTAL CLINICIAN AGREES TO:

1. Provide dental services including examination and treatment of inmates of the McLean County Detention Facility who are referred for services by designated nursing staff.
2. Provide Dental Assistant services for each clinic, if necessary, and appropriate compensation for those services.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain malpractice insurance and Worker's Compensation Insurance for the Dental Clinician any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certifications necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.

DENTAL CLINICIAN CONTRACT

Page Two

9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.
10. The Dental Clinician will indemnify and hold harmless the Board, its Director, agents, employees and assigns against any and all claims arising out of or relating to the Dental Clinician's activities pursuant to this Agreement.

THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the term of this Agreement (September 1, 2008 through August 31, 2010), provide compensation to the Dental Clinician at an hourly rate of \$140.00 portal to portal in addition to a monthly stipend of \$106.00 payable monthly upon invoice by the Dental Clinician.

DENTAL CLINICIAN CONTRACT
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IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on September 1, 2008 and terminate on August 31, 2010 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT

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

APPROVED:

Dental Clinician
Eric Abreu, DDS

Mike Emery
McLean County Sheriff

APPROVED:

ATTEST:

Matt Sorensen, Chairman
McLean County Board

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

JUROR UTILIZATION REPORT

YEAR ENDING 2008

	Jan	Feb	Mar	Apr	May	June
Sets called in:	15	10	15	20	15	15
Sets sent home:	4	3	2	7	2	1
Sets to trials:	11	7	13	13	13	14
% Sent home	27%	30%	13%	35%	13%	7%

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

6-Month Recap

Sets called in:	90
Sets sent home	19
Sets to trial	71
Total % Sent Home	21%

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

Month:	2008	2007	2006	2005	2004	2003	2002
Jan:	11	13	11	7	12	13	10
Feb:	7	8	11	8	8	9	9
Mar:	13	14	5	7	7	8	8
Apr:	13	15	8	8	6	3	10
May:	13	9	10	7	14	11	9
June:	14 71	10 69	12 57	10	12	0	8
July:		10	14	7	12	5	10
Aug:		11	13	4	12	6	12
Sept:		17	16	12	9	7	11
Oct:		7	5	5	11	7	13
Nov:		7	12	7	5	8	10
Dec:		7	10	9	6	14	10
Totals:		128	127	91	114	91	120

JUROR PAYMENT SUMMARY REPORT

SUB-PANEL	APPEARANCE DATE	JURORS SUMMONED	JURORS SERVED	PER DIEM		MILEAGE		PARKING		MISCELLANEOUS		OTHER		TOTAL	
				PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID	PAID		
JAA Petit	Jan 07, 2008	240	103	\$1280.00	\$695.40	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1975.40	
JAZ Coroner	Jan 10, 2008	25	19	\$280.00	\$128.44	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$408.44	
JAB Petit	Jan 14, 2008	260	161	\$3530.00	\$1969.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5499.92	
FBA Petit	Feb 04, 2008	240	35	\$350.00	\$216.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$566.60	
FBG Grand	Feb 06, 2008	34	39	\$1200.00	\$746.32	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1946.32	
FBC Petit	Feb 19, 2008	300	201	\$2950.00	\$1770.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4720.80	
MRB Petit	Mar 10, 2008	240	32	\$450.00	\$225.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$675.72	
MRC Petit	Mar 17, 2008	300	166	\$4950.00	\$2700.28	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7650.28	
APG Grand	Apr 02, 2008	34	47	\$1460.00	\$886.92	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2346.92	
APA Petit	Apr 07, 2008	300	90	\$1270.00	\$739.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2009.48	
APB Petit	Apr 14, 2008	260	126	\$2790.00	\$1916.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4706.72	
APC Petit	Apr 21, 2008	300	165	\$3920.00	\$1955.48	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5875.48	
MYA Petit	May 05, 2008	420	35	\$1670.00	\$1209.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2879.16	
MYZ Coroner	May 08, 2008	20	18	\$250.00	\$114.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$364.76	
MYB Petit	May 12, 2008	325	119	\$3920.00	\$1779.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5699.16	
MYC Petit	May 19, 2008	300	196	\$4100.00	\$2096.08	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6196.08	
JNG Grand	Jun 04, 2008	34	26	\$690.00	\$449.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1139.16	
JNB Petit	Jun 09, 2008	275	37	\$790.00	\$472.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1262.72	
JNC Petit	Jun 16, 2008	260	109	\$2740.00	\$1554.20	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4294.20	
JND Petit	Jun 23, 2008	300	179	\$4070.00	\$2112.80	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6182.80	

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
TOTAL		4167	1903	\$42660.00	\$23740.12	\$0.00	\$0.00	\$0.00	\$66400.12
TOTAL Petit		4020	1754	\$38780.00	\$21414.52	\$0.00	\$0.00	\$0.00	\$60194.52
		AVERAGE COST PER JUROR - Petit		\$34.32					
TOTAL Grand		102	112	\$3350.00	\$2082.40	\$0.00	\$0.00	\$0.00	\$5432.40
		AVERAGE COST PER JUROR - Grand		\$48.50					
TOTAL Coroner		45	37	\$530.00	\$243.20	\$0.00	\$0.00	\$0.00	\$773.20
		AVERAGE COST PER JUROR - Coroner		\$20.90					

August 4, 2008

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

Re: Monthly Caseload - MONTH ENDING June 30, 2008

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 2007	MONTHLY TOTALS 2008	YTD TOTALS 2007	YTD TOTALS 2008	% CHANGE YTD
FELONIES	98	69	551	519	<6%>
MISDEMEANORS	131	156	682	718	5%
DUI	24	27	139	155	12%
TRAFFIC	78	66	441	306	<31%>
JUVENILE	17	22	117	125	7%
(DELINQUENT)	8	9	46	63	37%
(ABUSE/NEGLECT)	9	13	71	62	<13%>
MENTAL HEALTH CASES	9	2	42	28	<33%>
Involuntary Commitment	9	2	39	28	<28%>
Medication Compliance Orders	0	0	3	0	<300%>
POST-CONVICTION & SVPCA CASES	1	3	3	4	33%
TOTAL	358	345	1975	1855	<6%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING June 30, 2008**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	RON LEWIS	7	56	1
F	JAMES TUSEK	8	50	3
F	CARLA HARVEY	7	63	1
F	BRIAN MCELLOWNEY	9	55	8
F	JOHN WRIGHT-C	5	37	n/a
F	TERRY DODDS-C	4	37	n/a
F	DAVID RUMLEY-C	5	34	n/a
F	KELLY HARMS	22	143	4
M	KELLY HARMS	0	0	0
F	MATTHEW KOETTERS	0	-2	0
CM	MATTHEW KOETTERS	0	116	0
F	JENNIFER LOCKE	1	15	1
CM	JENNIFER LOCKE	70	338	3
F	AMY RUIPER	0	3	0
CM	AMY RUIPER	86	251	1
DUI	AMY RUIPER	0	45	0
TR	AMY RUIPER	0	85	0
DUI	BARBARA BAILEY	11	75	0
TR	BARBARA BAILEY	27	135	0
DUI	MELINDA PODGOR	16	35	0
TR	MELINDA PODGOR	39	83	0
JD	ART FELDMAN	9	63	15
JA	ROB KEIR	7	40	n/a
JA	MATTHEW KOETTERS	12	33	n/a
JA	ALAN NOVICK-C	0	4	n/a
PC/SVP	KEITH DAVIS-C	3	4	n/a
PVT	PRIVATE COUNSEL-CF	2	73	0
PVT	PRIVATE COUNSEL-CM	7	34	0
PVT	PVT COUNSEL-DUI/TR	6	45	0
W/D	WITHDRAWN-CF	1	6	0
W/D	WITHDRAWN-CM	4	17	0
W/D	WITHDRAWN-DUI/TR	1	5	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

June 2008 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	20	62	25
PLEA / LESSER	9	0	0
BENCH TRIAL / WIN	0	2	0
BENCH TRIAL / LOSS	0	1	0
JURY TRIAL / WIN	0	0	0
JURY TRIAL / LOSS	2	0	0
DISMISSED / UPFRONT	3	1	1
DISMISSED / TRIAL	0	6	0
KNOCKDOWN	1	0	0
DISMISSED PER PLEA	0	8	0
PRIVATE COUNSEL	6	7	6
PLEA / BLIND	2	0	0
REFILED AS FELONY	na	0	0
WITHDRAWN	1	4	1
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	4	5	0

Memo

To: Honorable Members of the Justice Committee
From: Bill Yoder
CC: Chief Judge Elizabeth A. Robb
Date: 7/21/2008
Re: Domestic Violence Grant

In September of 2004 McLean County was awarded a grant from the Illinois Criminal Justice Information Authority to fund a domestic violence multi-disciplinary team program. The grant is a renewable three year grant. We have completed four years of this grant and have been approved for two more years of the grant with a required renewal after each year. The fifth year of the grant funding is \$76,386 and covers one (1) Assistance State's Attorney and an additional Assistant State's Attorney's salary is provided for match for 60% of her time spent working with Domestic Violence cases.

The Project Coordinator and I will be present at the justice meeting, to answer any questions you may have.

Thank you for your consideration in this matter.

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

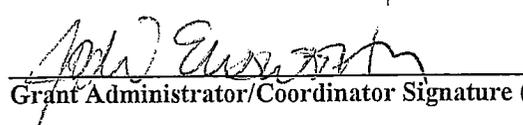
Requesting Agency or Department: State's Attorney's Office		This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Criminal Justice Information Authority		Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: 9/1/2008 End: 8/31/2009
Grant Title: Domestic Violence Multi Disciplinary Team Program			
Grant Amount: \$76,386.00		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input checked="" type="checkbox"/> <input type="checkbox"/> Pre-Funded	
Match Amount (if applicable): Required Match :\$25,462.00 Overmatch: \$34,421.68		Expected Initial Receipt Date: 9/1/2008	
Grant Total Amount: \$136,269.68		Source of Matching Funds (if applicable): State's Attorney's Office	
Will it be likely to obtain this grant again next FY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																											
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="right">3</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$99,851.40</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$21,418.28</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$121,269.68</td> </tr> <tr> <th align="left" colspan="2">Additional Expenses</th> </tr> <tr> <td>Subcontractors</td> <td align="right">\$</td> </tr> <tr> <td>Equipment</td> <td align="right">\$</td> </tr> <tr> <td>Other</td> <td align="right">\$15,000.00</td> </tr> <tr> <td>Trainings</td> <td></td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$136,269.68</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	3	Personnel Cost	\$99,851.40	Fringe Benefit Cost	\$21,418.28	Total Personnel Cost	\$121,269.68	Additional Expenses		Subcontractors	\$	Equipment	\$	Other	\$15,000.00	Trainings		Total Additional Expenses	\$	GRANT TOTAL	\$136,269.68	Description of equipment to be purchased: N/A	
Grant Expense Chart																													
Personnel Expenses	Costs																												
Number of Employees:	3																												
Personnel Cost	\$99,851.40																												
Fringe Benefit Cost	\$21,418.28																												
Total Personnel Cost	\$121,269.68																												
Additional Expenses																													
Subcontractors	\$																												
Equipment	\$																												
Other	\$15,000.00																												
Trainings																													
Total Additional Expenses	\$																												
GRANT TOTAL	\$136,269.68																												
		Description of subcontracting costs: N/A																											
		Other requirements or obligations: N/A																											

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

 Department Head Signature	7/28/08 Date
 Grant Administrator/Coordinator Signature (if different)	7/28/08 Date

OVERSIGHT COMMITTEE APPROVAL	
Chairman _____	Date _____

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
None	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
(See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
Client Transportation	\$ -			\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare	\$ 1,215.00	6		\$ 6,190.17	\$ 1,099.83	\$ 7,290.00
PerDiem	\$ 42.00	6	5	\$ 1,260.00	\$ -	\$ 1,260.00
Lodging	\$ 115.00	6	5	\$ 3,450.00	\$ -	\$ 3,450.00
Other (Specify)	\$ -			\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 10,900.17	\$ 1,099.83	\$ 12,000.00

* State rate is calculated at \$.405/mile. If agency rate is lower use that lower rate.

** Out of State Travel requires prior Authority approval.

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

(See Attached Budget Instructions)

3 people attending 2 conferences each totals 6 units of airfare, per diem & lodging. Therefore, the "number of people" is shown as 6. Lodging is an estimated figure of \$100 plus 15% tax per night for 5 nights per conference. Total cost per person per conference (airfare, per diem & lodging) would be \$2,000 (a total of \$12,000 for 3 people to attend 2 conferences each)

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Cell Service	\$ -				\$ -	\$ -	\$ -
Telephone Service	\$ -				\$ -	\$ -	\$ -
Pager service	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ 3,000.00				\$ 3,000.00	\$ -	\$ 3,000.00
Other: (Specify)	\$ -				\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
6			TOTAL CONTRACTUAL COST		\$ 3,000.00	\$ -	\$ 3,000.00

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.
(See Attached Budget Instructions)

Total shown is for three people to attend two conferences each during the grant term with a registration fee of \$500.00 per person per conference. 3 people x 2 conferences each = 6 conference units, at a cost of \$500 each (6 x \$500 = \$3,000).

	<u>Federal Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
GRAND TOTAL			
PERSONNEL SERVICES	\$ 62,485.83	\$ 58,783.85	\$ 121,269.68
EQUIPMENT	\$ -	\$ -	\$ -
20 COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ 10,900.17	\$ 1,099.83	\$ 12,000.00
CONTRACTUAL	\$ 3,000.00	\$ -	\$ 3,000.00
TOTAL COST	\$ 76,386.00	\$ 59,883.68	\$ 136,269.68

All procurements must be competitive

McLean County State's Attorney's Office 2008 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2008 YTD 2007 YTD Total Projected 2008

CRIMINAL

	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2008 YTD	2007 YTD	Total Projected	
Felony	114	146	85	125	125	101	177						873	811	1,413	1,510
Misdemeanor	174	233	172	275	253	197	344						1648	1553	2,565	2,851
Asset Forfeiture	9	23	5	16	12	6	6						77	82	125	133
Mental Health	14	12	12	14	8	9	16						85	128	198	147
Family Totals	54	63	41	67	63	46	87						421	387	751	728
Family	31	34	25	42	46	33	60						271	239	479	469
Order of Protection	23	29	16	25	17	13	27						150	148	272	259
Juvenile Totals	26	24	28	29	29	31	24						191	197	347	330
Juvenile	0	1	0	0	0	0	1						2	0	3	3
Juvenile Abuse	13	12	24	17	4	23	8						101	115	190	175
Juvenile Delinquency	13	11	4	12	25	8	15						88	82	154	152
Traffic Totals	2,385	3,147	2,336	3,411	3,223	2,446	3,229						20,177	20,481	35,053	34,903
Traffic	2,289	3,077	2,269	3,316	3,151	2,387	3,136						19,625	19,987	34,199	33,948
DUI Traffic	96	70	67	95	72	59	93						552	494	854	955

CHILD SUPPORT

Paternity cases filed	9	2	9	16	10	6	8						60	70	131	104
Paternity cases established	4	6	11	4	14	5	4						48	54	102	83
Paternalities excluded	1	0	4	6	4	1	3						19	18	27	33
Support Orders entered	66	52	108	105	92	64	69						556	411	800	962
Modification proceedings filed	17	12	16	21	22	15	19						122	117	229	211
Modification proceedings adjudicated	19	8	30	25	14	10	22						128	109	205	221
Enforcement actions filed	46	44	68	79	56	49	62						404	286	595	699
Enforcement actions adjudicated	85	84	133	129	129	93	97						750	572	1,062	1,297
Hearings set before Hearing Officer	81	30	127	82	81	64	82						547	564	959	946
Orders prepared by Hearing Officer	74	30	126	80	79	63	79						531	504	866	919

2008 Projected = (2008 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

July 29, 2008

STATE'S ATTORNEY:

Beginning Balance 01/01/2008	\$ -21,518.23
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>10,567.76</u>
Total Funds Available	\$ -10,950.47
Expenditures	<u>3,345.81</u>
Fund Balance 07/29/2008	\$ -14,296.28

SHERIFF:

Beginning Balance 01/01/2008	\$ 27,971.76
Revenue	<u>21,335.88</u>
Total Funds Available	\$ 49,307.64
Expenditures	<u>12,335.32</u>
Fund Balance 07/29/2008	\$ 36,972.32

TOTAL FUND BALANCE	July 29, 2008	\$ 22,676.04
--------------------	---------------	--------------

Memo

To: Honorable Members of the Justice Committee
From: Lori McCormick
CC: Chief Judge Elizabeth A. Robb
Date: 7/21/2008
Re: Domestic Violence Grant

In September of 2004 McLean County was awarded a grant from the Illinois Criminal Justice Information Authority to fund a domestic violence multi-disciplinary team program. The grant is a renewable three year grant. We have completed three years of this grant and have been approved for two more years of the grant with a required renewal after each year. The fifth year of the grant funding is \$50,923 and covers the Grant Project Coordinator's position as well as training for three (3) Probation Officers.

Due to a reduction in funding for many federal grants each county office was looking for ways to fund all of the necessary staff without budget overages. A resolution to this problem was to move the Project Coordinator position from the State's Attorney's Office to the Court Services budget to utilize their grant funds and to allow Court Services staff to attend Domestic Violence related trainings in the upcoming grant year.

I have attached a copy of the county's grant information form for your review and approval.

The Project Coordinator and I will be present at the justice meeting, to answer any questions you may have.

Thank you for your consideration in this matter.

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

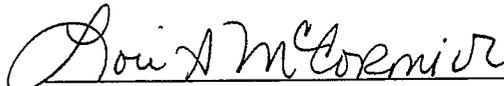
Requesting Agency or Department: Adult Court Services		This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Criminal Justice Information Authority		Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: <input type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: 9/1/2008 End: 8/31/2009
Grant Title: Multi Disciplinary Domestic Violence Grant			
Grant Amount: \$50,923.00		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input checked="" type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: 9/1/2008	
Match Amount (if applicable): Required Match :\$16974.00 Overmatch: \$76,060.00			
Grant Total Amount: \$143,957		Source of Matching Funds (if applicable): McLean County Court Services	
Will it be likely to obtain this grant again next FY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="right">4</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$127,262.00</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$8,873.00</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$136,135.00</td> </tr> <tr> <th align="left">Additional Expenses</th> <th></th> </tr> <tr> <td>Subcontractors</td> <td align="right">\$0</td> </tr> <tr> <td>Equipment</td> <td align="right">\$0</td> </tr> <tr> <td>Other</td> <td align="right">\$7,821.48 Trainings & Cell</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$143,956.48</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	4	Personnel Cost	\$127,262.00	Fringe Benefit Cost	\$8,873.00	Total Personnel Cost	\$136,135.00	Additional Expenses		Subcontractors	\$0	Equipment	\$0	Other	\$7,821.48 Trainings & Cell	Total Additional Expenses	\$	GRANT TOTAL	\$143,956.48	Description of equipment to be purchased: N/A Description of subcontracting costs: N/A Other requirements or obligations: We have funded trainings as well as cell phone service under the federal dollars portion of this budget.	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:	4																										
Personnel Cost	\$127,262.00																										
Fringe Benefit Cost	\$8,873.00																										
Total Personnel Cost	\$136,135.00																										
Additional Expenses																											
Subcontractors	\$0																										
Equipment	\$0																										
Other	\$7,821.48 Trainings & Cell																										
Total Additional Expenses	\$																										
GRANT TOTAL	\$143,956.48																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:


Department Head Signature

7.23.08
Date


Grant Administrator/Coordinator Signature (if different)

7/24/08
Date

OVERSIGHT COMMITTEE APPROVAL	
Chairman _____	Date _____

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
Probation Officer- Match	\$ 44,824.00			\$ -	\$ 44,824.00	\$ 44,824.00
Project Coordinator	\$ 34,228.00	12	100%	\$ 34,228.00	\$ -	\$ 34,228.00
Probation Officer- Match	\$ 43,708.00			\$ -	\$ 43,502.00	\$ 43,502.00
Probation Supervisor	\$ 47,080.00		10%	\$ -	\$ 4,708.00	\$ 4,708.00
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
		Total FTE	1.10	\$ -	\$ -	\$ -
			Total Salary	\$ 34,228.00	\$ 93,034.00	\$ 127,262.00
			Fringe Benefits (Use figure from Fringe Benefit Worksheet)	\$ 8,873.00	\$ -	\$ 8,873.00
			TOTAL PERSONNEL SERVICES	\$ 43,101.00	\$ 93,034.00	\$ 136,135.00

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

(See Attached Budget Instructions)

Two DV Probation Officer's Salaries will be used as Match for a total of \$44,824.00 for Probation officer I and 43,502.00 for probation officer position II. Fringe Benefits will not be covered under this grant. The probation officers will maintain contact with domestic violence offenders to ensure probation compliance. The probation officer will also attend monthly team meetings and report data and fiscal information to the Project Coordinator in order to submit quarterly data reports.

The Project Coordinator Position will be funded under the personnel portion of the court services department. The salary of this position that is being requested for use of federal dollars is \$34,228.00. A total fringe rate of \$8,873.00 is being requested to cover benefits for the Project Coordinator. This total between the fringe and the salary will total \$43,101.00. The Project Coordinator will be responsible for maintaining compliance of the grant through data and fiscal reporting and holding monthly team meetings to address Domestic Violence issues.

The Probation Supervisor will provide assistance with the Domestic Violence Offender Case Load. This position will provide supervisory responsibilities over the two DV probation officers. Time sheets will be kept for this position. An annual salary of \$47080 is paid for this position. 10% of this positions time will be spent on this program as match. The total match contribution will be \$4,708.00. Benefits will not be covered under this grant.

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
N/A	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
(See Attached Budget Instructions)

TRAVEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*	\$ -			\$ -	\$ -	\$ -
Client Transportation	\$ -			\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare	400	4		\$ 2,000.00	\$ -	\$ 2,000.00
PerDiem	\$ 42.00	4	4	\$ 840.00	\$ -	\$ 840.00
Lodging	\$ 150.00	4	3	\$ 2,250.00	\$ -	\$ 2,250.00
Other (Specify)	\$ -			\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 5,090.00	\$ -	\$ 5,090.00

* State rate is calculated at \$.405/mile. If agency rate is lower use that lower rate.

** Out of State Travel requires prior Authority approval.

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

(See Attached Budget Instructions)

\$400 dollars per airfare equals \$400 for airfare for each probation officer and deputy director supervisor to fly to a training for a total of \$1,200. Then the PC will attend two trainings with airfare of \$400 each for a total of \$800. The total airfare for trainings will total \$2,000.00.

Per Diem for the 3 probation officers will total \$42 a day for 4 days for a total of \$168 each person for a total of \$504.00 Then the Project Coordinator is requesting to attend two trainings with per diem of \$42 a day for 4 days for each training. So for each trip \$168 of per diem will be expended for a total of \$336.00. The total per diem costs for the 3 probation officers and the Project Coordinator will total \$804.00

Lodging costs for 3 probation officers of \$150 a day for 3 days equals \$450 for each probation officer for a total of \$1350.00. The Project Coordinator is attending two conferences with lodging at \$150 a night for 3 nights equalling \$450 for each of the two trainings for a total of \$900.00 for the Project Coordinators lodging. The total lodging expenses for 3 probation officers and the project coordinator totals \$2,250.00

Three (3) DV probation officers will attend one national training and the Projecto Coordinator would be attending two national conferences in the upcoming year. The project Coordinator will come back and train the MDT team on the information learned at both trainings being requested to attend.

CONTRACTUAL	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Cell Service	\$ 19.29				\$ 231.48	\$ -	\$ 231.48
Telephone Service	\$ -				\$ -	\$ -	\$ -
Pager service	\$ -				\$ -	\$ -	\$ -
Conference Registration Fees	\$ 2,500.00				\$ 2,500.00	\$ -	\$ 2,500.00
Other: (Specify)					\$ -	\$ -	\$ -
Other (Specify)	\$ -				\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
		\$ -			\$ -	\$ -	\$ -
SO					\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 2,731.48	\$ -	\$ 2,731.48

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

(See Attached Budget Instructions)

Three (3) DV probation officers would attend a training session in the upcoming year and the Project Coordinator will attend two national trainings.

The cell phone is for the Project Coordinator.

	Federal Amount	Match Contribution	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ 43,101.00	\$ 93,034.00	\$ 136,135.00
EQUIPMENT	\$ -	\$ -	\$ -
31 COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ 5,090.00	\$ -	\$ 5,090.00
CONTRACTUAL	\$ 2,731.48	\$ -	\$ 2,731.48
TOTAL COST	\$ 50,922.48	\$ 93,034.00	\$ 143,956.48

All procurements must be competitive

June 2008

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

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

Total Caseload – 856 (849 last month)

Average caseload per officer 122 (121 last month)

Presentence Reports Completed – 31 (40 last month)

* Total Workload Hours Needed – 1428.00 (1453.00 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 (11.5 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -1.98 adult officers are needed.** (-1.82 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 173 (168 last month)

Average caseload per officer 43 (42 last month)

Social History Reports Completed – 19 (10 last month)

* Total Workload Hours Needed – 752.50 (629.50 last month)

** Total Hours Available 600.00

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

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

AOIC workload standards indicate **an additional 1 juvenile officers are needed.** 0.20 last month)

EARLY INTERVENTION PROBATION (EIP)

2 Person unit with a maximum caseload of 30

Total caseload 29

Social History Reports 6

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload – 66 (61 last month)

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 34 (36 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 13 (14 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences – 28 (21 last month)

Total Caseload Informal Probation – 41 (36 last month)

Total Intake Screen Reports (juvenile police reports received) 104 (189 last month)

COMMUNITY SERVICE PROGRAM

2 person unit

Total Caseload Adult - 535(550 last month)

Total Caseload Juvenile – 53 (47 last month)

Total Hours Completed Adult – 7110.00 (\$55,102.50 Symbolic Restitution \$7.75)

Total Hours Completed Juvenile – 60.25 (\$466.94 Symbolic Restitution \$7.75)

Total Worksites Used – 43 (43 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 94 (97 last month)

Total Court Supervision/Conditional Discharge Caseload –621 (626 last month)

PRETRIAL RELEASE PROGRAM

2 person unit

Total number bond reports submitted – 37 (33 last month)

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

DRUG COURT

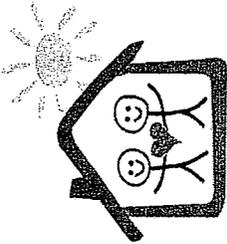
2 person unit

Total number in program – 31 active (31 last month)

2008
 Juvenile Detention Center

	Out of County									
Probation Violation	1	0	1	0	0	0	1	0	0	1
Residential Burglary	1	0	0	0	0	0	1	0	0	0
Sexual Contact with an Animal	0	1	0	0	0	0	0	0	0	0
Unlawful Use of Weapon	0	1	1	0	0	0	0	0	0	0
Residence of Minors Detained										
Bureau	1	1	0	0	0	0	0	0	0	0
DeWitt	0	0	1	0	0	0	0	0	0	0
Ford	0	0	0	0	0	0	0	0	1	0
Jefferson	1	0	0	0	0	0	0	0	0	0
Livingston	6	3	2	4	7	6				
Logan	3	3	1	4	2	2				
Mason	0	2	0	1	0	1				
Menard	0	1	0	0	0	0				
Mercer	0	0	1	0	0	0				
Piatt	0	0	0	0	0	1				
Tazewell	0	2	2	2	0	0				
Woodford	5	2	0	2	2	2				
Minnesota	0	1	0	0	0	0				
Average Daily Population	6.9	8.8	5.8	6.7	5.6	7.1				
Average Daily Population:YTD	6.9	7.9	7.2	7.1	6.8	6.8				
Number of Days in Detention	214	255	179	201	174	213				
Revenue:	16070	20510	14930	16420	12940	16260				

McLean County Children's Advocacy Center Monthly Statistics,
June, 2008



	2007 INTERVIEWS V/C/OTHER/TOT INT.	1ST. INTERVIEW 2008 MONTH/YTD	JUV. SUSPECT INTERVIEW 2008	SIB/WITNESS INTERVIEW 2008	2ND INTERVIEW 2008	OUT OF COUNTY INTERVIEW 2008	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	16/6/22	10	0	0	0	1	11	11
FEBRUARY	40/2/42	22/32	0	4	1	1	28	39
MARCH	19/13/32	20/52	1	4	0	1	26	65
APRIL	11/7/18	17/69	0	6	3	2	28	93
MAY	27/6/33	21/90	0	4	0	2	27	120
JUNE	17/7/24	15/105	0	3	0	0	18	138
JULY	15/1/16							
AUGUST	21/8/29							
SEPTEMBER	16/6/22							
OCTOBER	31/2/33							
NOVEMBER	9/8/17							
DECEMBER	21/9/30							
YEAR TO DATE TOTALS	243/75/318							
2007 YEAR END	243/75/318	105	1	21	4	7	138	138
	13% INCREASE OVER 2006							

CASA Monthly Statistics FY08

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CASA Assignment	Total Children Served	CASAs Assigned	Total Number of Assigned CASAs	Reported CASA Volunteer Hours	CASAs Trained	Reports Filed	Court Hearings Attended
January	0	5	11	112	0	60	245	in progress	10	19
February	5	9	19	108	1	60	202	in progress	9	16
March	0	0	19	108	0	60	188	6	7	15
April	0	4	19	104	0	59	176	0	7	5
May	1	5	19	100	1	57	166	0	7	19
June	12	3	20	109	4	61	175	in progress	2	6
July										
August										
September										
October										
November										
December										
YTD Totals	18	26	19	141	6	61	1152	6	42	80

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF JUNE 2008
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
Adoption	29	AD	5	0	13	21	30
Arbitration	256	AR	77	4	61	276	274
Chancery	340	CH	34	0	45	329	275
Dissolution of Marriage	455	D	57	0	50	462	449
Eminent Domain	0	ED	0	0	0	0	0
Family	293	F	40	5	31	307	270
Law => \$50,000 - Jury	307	L	4	0	9	302	304
Law => \$50,000 - Non-Jury	207	L	9	0	5	211	191
Law = < \$50,000 - Jury	2	LM	0	0	1	1	0
Law = < \$50,000 - Non-Jury	210	LM	110	14	123	211	189
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	10	MH	6	0	9	7	11
Miscellaneous Remedy	164	MR	34	0	30	168	154
Order of Protection	26	OP	15	0	13	28	22
Probate	1,171	P	24	0	15	1,180	1,102
Small Claim	809	SC	373	38	305	915	886
Tax	8	TX	0	0	0	8	7
TOTAL CIVIL	4,287		788	61	710	4,426	4,164

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE MONTH OF JUNE 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONTEMPT OF COURT	3	C.C.	2	2	0	0	5	1
CRIMINAL FELONY	932	CF	123	123	5	80	980	751
CRIMINAL MISDEMEANOR	982	CM	249	249	4	222	1,013	992
TOTAL CRIMINAL	1,917		374	374	9	302	1,998	1,744

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF JUNE 2008
 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 2008	END PENDING 2007
JUVENILE	8	J	1	1	0	0	9	6
JUVENILE ABUSE & NEGLECT	447	JA	21	21	0	21	447	407
JUVENILE DELINQUENT	207	JD	13	13	2	2	220	110
TOTAL JUVENILE	662		35	35	2	23	676	523

REPORT D
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE MONTH OF JUNE 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONSERVATION VIOLATION	24	CV	14	0	11	27	16
DRIVING UNDER THE INFLUENCE	576	DT	70	0	163	483	536
ORDINANCE VIOLATION	830	OV	239	0	173	896	894
TRAFFIC VIOLATION	16,597	TR	3,210	42	4,180	15,669	16,324
TOTALS:	18,027		3,533	42	4,527	17,075	17,770

REPORT E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH OF JUNE OF 2008
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
07 CF 561	5/29/07	6/12/08
07 L 34	3/5/07	6/17/08
06 CF 581	6/12/06	6/18/08
06 CF 679	7/14/06	6/18/08
07 CF 699	7/2/07	6/23/08
08 TR 3580	2/13/08	6/23/08
06 DT 195	3/10/06	6/23/08
07 CF 1293	12/5/07	6/24/08
07 CM 2496	12/20/07	6/25/08
07 CF 1069	10/9/07	6/25/08
07 TR 26870	10/9/07	6/25/08
07 CF 1169	11/1/07	6/26/08
07 CM 2000	10/1/07	6/26/08
08 TR 6387	3/11/08	6/26/08
07 DT 813	12/14/07	6/26/08

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

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
DURING THE MONTH OF JUNE 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	NOT CONVICTED				CONVICTED			TOTAL DEFENDANTS DISPOSED OF
			DISMISSED	OTHER (2) ****	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
8	0	5	0	7	0	1	58	0	1	80

(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 JUNE 2008
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	15	0	6	0	6	1	1	90	2	2	123
FEB	7	0	4	1	0	1	1	89	0	3	106
MAR	7	0	1	0	4	1	2	55	1	0	71
APR	22	0	4	0	4	1	0	90	2	0	123
MAY	3	0	8	0	0	0	1	87	2	3	104
JUNE	8	0	5	0	7	0	1	58	0	1	80
JULY	0	0	0	0	0	0	0	0	0	0	0
AUG	0	0	0	0	0	0	0	0	0	0	0
SEPT	0	0	0	0	0	0	0	0	0	0	0
OCT	0	0	0	0	0	0	0	0	0	0	0
NOV	0	0	0	0	0	0	0	0	0	0	0
DEC	0	0	0	0	0	0	0	0	0	0	0
TOTAL	62	0	28	1	21	4	6	469	7	9	607

(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 JUNE 2008
 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: 59

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	2	4	5	8	12	31
4. PROBATION	0	0	0	5	8	10	23
5. OTHER	0	0	0	0	1	4	5
TOTALS:	0	2	4	10	17	26	59

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF JUNE 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	4	0	1
FAMILY (OP)	12	0	10
CRIMINAL	7	0	4
TOTAL:	23	0	15

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE SECOND QUARTER OF 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
Adoption	31	AD	15	1	26	21	30
Arbitration	234	AR	220	43	221	276	274
Chancery	330	CH	103	0	104	329	275
Dissolution of Marriage	434	D	174	2	148	462	449
Eminent Domain	0	ED	0	0	0	0	0
Family	292	F	118	14	117	307	270
Law => \$50,000 - Jury	303	L	23	0	24	302	304
Law => \$50,000 - Non-Jury	210	L	22	0	21	211	191
Law = < \$50,000 - Jury	2	LM	0	0	1	1	0
Law = < \$50,000 - Non-Jury	204	LM	326	19	338	211	189
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	10	MH	26	0	29	7	11
Miscellaneous Remedy	137	MR	93	0	62	168	154
Order of Protection	46	OP	55	0	73	28	22
Probate	1,146	P	76	0	42	1,180	1,102
Small Claim	894	SC	767	101	847	915	886
Tax	8	TX	31	0	31	8	8
TOTAL CIVIL	4,281		2,049	180	2,084	4,426	4,165

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE SECOND QUARTER OF 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONTEMPT OF COURT	5	C.C.	8	8	0	8	5	1
CRIMINAL FELONY	924	CF	354	354	9	307	980	751
CRIMINAL MISDEMEANOR	964	CM	739	739	16	706	1,013	992
TOTAL CRIMINAL	1,893		1,101	1,101	25	1,021	1,998	1,744

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE SECOND QUARTER 2008
 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 2008	END PENDING 2007
JUVENILE	8	J	1	1	0	0	9	6
JUVENILE ABUSE & NEGLECT	461	JA	40	40	0	54	447	407
JUVENILE DELINQUENT	177	JD	47	47	9	13	220	110
TOTAL JUVENILE	646		88	88	9	67	676	523

REPORT D
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE SECOND QUARTER 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2008	END PENDING 2007
CONSERVATION VIOLATION	20	CV	41	0	34	27	16
DRIVING UNDER THE INFLUENCE	495	DT	226	2	240	483	536
ORDINANCE VIOLATION	844	OV	745	0	693	896	894
TRAFFIC VIOLATION	17,510	TR	11,049	98	12,988	15,669	16,324
TOTALS:	18,869		12,061	100	13,955	17,075	17,770

REPORT E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE SECOND QUARTER OF 2008
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
06 L 109	8/8/06	4/10/08
06 L 146	9/27/06	4/15/08
07 TR 30922	11/16/07	4/21/08
07 CF 1216	11/13/07	4/21/08
08 TR 3355	2/8/08	4/22/08
07 CF 151	2/2/07	4/22/08
07 CM 1919	9/20/07	4/22/08
07 CM 1739	8/23/2007	4/22/2008
07 CM 1975	9/28/2007	4/25/2008
04 L 5	01/13/04	05/01/08
07 CF 252	03/05/07	05/12/08
07 CF 1353	12/19/07	05/13/08
04 L 178	12/01/04	05/19/08
06 L 054	05/04/06	05/20/08
07 CF 1099	10/12/07	05/20/08
07 CF 1163	10/30/07	05/20/08
08 TR 1620	1/22/2008	5/20/08
07 CM 2071	10/15/07	05/21/08
07 CM 1952	09/24/07	05/22/08
07 DT 550	8/20/2007	05/22/08
07 DT 115	02/20/07	05/23/08
07 CM 1249	06/18/07	05/23/08

REPORT E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE SECOND QUARTER OF 2008
IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT
MCLEAN COUNTY

07 CF 561	5/29/07	6/12/08
07 L 34	3/5/07	6/17/08
06 CF 581	6/12/06	6/18/08
06 CF 679	7/14/06	6/18/08
07 CF 699	7/2/07	6/23/08
08 TR 3580	2/13/08	6/23/08
06 DT 195	3/10/06	6/23/08
07 CF 1293	12/5/07	6/24/08
07 CM 2496	12/20/07	6/25/08
07 CF 1069	10/9/07	6/25/08
07 TR 26870	10/9/07	6/25/08
07 CF 1169	11/1/07	6/26/08
07 CM 2000	10/1/07	6/26/08
08 TR 6387	3/11/08	6/26/08
07 DT 813	12/14/07	6/26/08

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
DURING THE SECOND QUARTER OF 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

		NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
33	0	17	0	11	1	2	235	4	4	307

(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 SECOND QUARTER OF 2008
 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

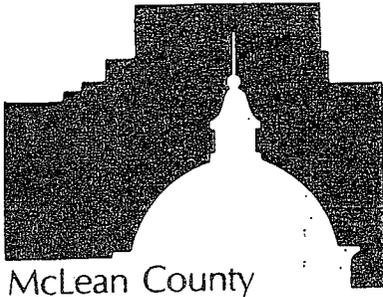
TOTAL NUMBER OF CONVICTED FELONIES: 243

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	11	17	29	18	51	126
4. PROBATION	0	0	5	19	27	44	95
5. OTHER	0	0	0	2	7	13	22
TOTALS:	0	11	22	50	52	108	243

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE 2ND QUARTER 2008
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	5	0	1
FAMILY (OP)	49	2	41
CRIMINAL	14	0	17
TOTAL:	68	2	59



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

Detective Commander (309) 888-5051
Patrol Commander (309) 888-5859
Patrol Duty Sergeant (309) 888-5019
Jail Division (309) 888-5065
Process Division (309) 888-5040
Records Division (309) 888-5055
Domestic Violence Division (309) 888-4940
FAX (309) 888-5072

July 28, 2008

To: The Honorable Chairman and Members of the Justice Committee
From: Sheriff Mike Emery
RE: August 5, 2008 Justice Committee Agenda

I would respectfully request that the following three items be placed on the August 5th Justice Committee Agenda for Action, and the remaining two items be placed on the Agenda for Information.

Action

- 1. Renewal of Intergovernmental Agreement between the City of Bloomington, the County of McLean and the Town of Normal Regulating the Use by the County of McLean and the Town of Normal of the Police Shooting Range Facility of the City of Bloomington.**

The McLean County Sheriff's Office utilizes the Bloomington Police Range for practice and annual qualification. The current agreement expired June 30, 2008. The new three year agreement is requested in order to continue our participation in firearms practice and qualification. Our annual fee remains the same for 2008. In 2009 and 2010, we will experience a 3% increase. The increase is attributed to the capital improvements of the range facility scheduled by the City of Bloomington.

- 2. Renewal of Identix Agreement.**

The Identix annual maintenance agreement for livescan digital fingerprinting scanner is utilized to transfer inmate fingerprints to the Bureau of Identification for the State of Illinois.

3. Intergovernmental Agreement between McLean County Sheriff's Office and Olympia School District.

The Olympia School District has asked the McLean County Sheriff's Office for assistance in supplying a School Resource Officer for the Olympia School District #16. This position is proposed to begin for the 2008-2009 school year. Olympia has agreed to fund 75% of the cost.

Information

- 1. McLean County Detention Facility Population Report**
- 2. Report regarding performance of StarCom radio system at State Farm on July 7, 2008**

If you have any questions prior to the meeting, please feel free to contact me.

Respectfully,



Mike Emery
Sheriff

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
THE COUNTY OF MCLEAN
AND THE TOWN OF NORMAL
REGULATING THE USE BY THE COUNTY OF MCLEAN
AND THE TOWN OF NORMAL
OF THE POLICE SHOOTING RANGE FACILITY
OF THE CITY OF BLOOMINGTON**

WHEREAS, under Article 7, Section 10, of the 1970 Illinois Constitution, units of local government may contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the City of Bloomington and the Town of Normal are home rule municipalities under Article 7, section 6, of the 1970 Illinois Constitution; and

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

WHEREAS, the City of Bloomington, the County of McLean, and the Town of Normal desire to agree on the manner in which Law Enforcement Agencies use the Police Shooting Range owned by the City of Bloomington; and

WHEREAS, the McLean County Board, the Board of Trustees of the Town of Normal, and the Bloomington City Council have, by appropriate actions, authorized this Agreement,

I. STATEMENT OF PURPOSE

The shooting range owned by the City of Bloomington is intended to supply training supplemental to the training required by the Police Training Act (50 ILCS 705/1 et seq.) and the Firearms Training for Peace Officers Act (50 ILCS 710/1, et seq.). The facility is owned by the City of Bloomington and is located in Martin Township in unincorporated McLean County.

II. DEFINITIONS

When used in the Agreement, the following terms shall have the meaning indicated:

“Agency / Agencies”: The Town of Normal and the County of McLean Police Agencies.

“Chief”: The City of Bloomington Chief of Police or his designate.

“Facility”: The City of Bloomington Police Shooting Range

III. ADMINISTRATION

The facility shall be administered by the Chief.

IV. USE OF THE FACILITY

The City of Bloomington shall permit the agencies to use the facility under the following conditions.

A. Scheduling

Normal Police Department and County of McLean will submit requests to the Chief by May 1st for the following year. The Chief shall establish a master schedule each year for the use of the facility. Each agency will be assigned 25 shooting dates for the year. A proposed schedule will be given to the agencies for their review. Each agency will be responsible for notifying the Chief of any problems with the scheduled dates. The Chief will issue a final schedule.

Should an agency be unable to use the range during a scheduled time after the final schedule has been issued, the Chief will assign that agency an alternate date if one is available and the agency requests one. Likewise, if the range becomes unavailable on a date scheduled for use by either agency, the Chief will schedule an alternate date if desired. The Chief will assign alternate dates only upon request. The Chief will make every effort to provide 25 shooting dates per year for each agency; however, the agency may receive fewer dates if scheduling problems occur that are beyond the control of the Chief.

Each agency may schedule shooting dates in addition to those listed on the master schedule on an as needed basis by contacting the Chief. There shall be no limit on the number of times any agency may use the shooting range during a given year, but requests for use will be subject to range availability. The agencies understand and agree that rescheduling canceled dates from the master schedule shall take precedence over scheduling any additional shooting time.

B. Supervision

All police agencies using the shooting range shall comply with the conditions of the Special Use Permit for the range property issued by the McLean County Board, a copy of which has been previously supplied and is incorporated herein by reference.

Each agency shall be required to provide a range officer who shall be present at all times the agency uses the facility. The use of the facility shall be conditioned on the agency providing the Chief a current list of approved range officers employed by the agency using the range. Failing to provide the list or to keep it current, shall be grounds to refuse to allow the agency to use the facility.

C. Equipment

Each police agency using the shooting range shall provide its own ammunition, targets, and related equipment.

The indoor range will be limited to use of lead free ammunition only. Any agency using lead ammunition will be responsible for the cost of lead abatement at the facility as well as for any additional losses suffered by the City of Bloomington in relation to the use of lead ammunition, including loss of use of the facility during such time as needed to abate the property.

D. Damage

Each agency using the shooting range shall be responsible for damages that were due to negligence, or misuse of site equipment. Damages associated with regular wear and tear of the equipment are the responsibility of the City of Bloomington.

The range master for each requesting police agency shall inspect the shooting range site for any damage at the beginning of each day the range is used by the requesting agency and shall notify the Bloomington Police Department as soon as reasonably possible of such damage. If such notification is not made, the requesting police agency shall be billed for any damage discovered at the shooting range site after such agency used the range.

E. Annual Range Preparation (*Open for discussion at meeting*)

The Bloomington Police Department seeks assistance from the other agencies in preparing the shooting ranges for annual use. All three agencies agree to assign a minimum of one range officer, (if requested) and preferably each Department's head range instructor, for forty (40) hours per year to perform range preparation duties.

V. RANGE FEES / BILLING

Each agency will pay the City of Bloomington an annual fee of seven thousand seven hundred and fifty dollars (\$7,750.00) for use of the facility for 2008-2009. This fee shall be paid on January 1st of each year and shall represent payment for use from previous July 1 to current year June. The fee shall be the same regardless of the number of times the agency uses the facility during the year. Fees will increase three percent (3%) each July 1st, starting 2009, payable January 2010.

VI. MAINTENANCE

The City of Bloomington will maintain the current physical facility and upkeep of the property as it is as of July 1st. If an agency cannot use the facility because it is not in operating condition (defined as the ability to qualify by state standards) on a scheduled shooting date, that agency may receive a reduction in the annual fee, but only under the following conditions: There shall be no reduction in the fee if the agency receives 25 shooting dates during the year. If any agency receives fewer than 25 shooting dates a reduction shall be made only for those dates missed because of operational conditions with the facility. To receive a fee reduction under those circumstances the agency must contact the Chief immediately to report that the facility is not in operating condition and remain at the facility, if requested to do so, until the Chief or his designate can verify and document the

problem. An agency entitled to reduction shall receive \$280.00 for each scheduled shooting date missed.

VII. LIABILITY

Each of the parties to this Agreement shall insure themselves or obtain insurance in an aggregate amount of \$1,000,000.00 (one million dollars) per incident for claims or judgments against them arising from the construction, management, operation, or maintenance of the Training Facility established by the agreement. Each party to this Agreement shall indemnify and hold harmless the other parties to this Agreement against and all liability arising for injury to person or property resulting from the acts of each party's own employees.

In the event an employee of any jurisdiction which is a party to this Agreement is injured in such a manner as to require the jurisdiction employing said officer to pay claims to said officer under the Worker's Compensation Act, the expenses for such injury shall be borne by the jurisdiction employing the officer and shall not be subject to contribution from the other two jurisdictions entering into this Agreement.

Each party to the Agreement shall waive any claims for damages or injury which it may have a right to assert against any other party to this Agreement which arises from the management, operation, or maintenance of the Training Facility established by this Agreement, excepting claims for misappropriation of funds and claims for damages or injury resulting from willful or wanton conduct of an employee of a party to the Agreement.

Nothing in the Agreement is intended to modify or waive the protections of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 et seq.).

VIII. AMENDMENT OF AGREEMENT

This Agreement may be amended from time to time as deemed appropriate by the parties to the Agreement. Any party wishing to withdraw is required to give thirty days notice of such intention to the other parties to this Agreement before June 1st of any year effective July 1st of that year.

IX. TERM

This Agreement shall remain in full force and effect for a period of three (3) years, beginning on July 1, 2008 and terminating on June 30, 2011. First payment is due January 1, 2009.

X. SEVERABILITY

In the event any portion of this Agreement is held by any court to be unconstitutional or in excess of the powers granted by law to the parties to this Agreement, such ruling or findings shall not void this Agreement, but shall instead be deemed to have severed such provisions from the remainder of this Agreement.

Date

COUNTY OF MCLEAN

By: _____
Chairman McLean County Board

By: _____
Sheriff, McLean County

ATTEST: _____
McLean County Clerk

Date

CITY OF BLOOMINGTON

By: _____
Mayor

ATTEST: _____
Bloomington City Clerk

Date

TOWN OF NORMAL

By: _____
Mayor

ATTEST: _____
Normal Town Clerk



Identix, Incorporated
 5500 Rowland Road
 Minnetonka, MN 55343
 Tel: (952) 932-0888
 TIN #: 94-2842496

MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
DB-21004	07-06-2007	01-02-2008	None	4905-00228

Billing Address

McLean County Sheriffs Department
 104 W Front Street; Room 105
 Bloomington, IL 61701
 USA
 Greg Allem
 (309) 888-4628
 (309) 888-5072

Equipment Location

McLean County Sheriffs Department
 104 W Front Street; Room 105
 Bloomington, IL 61701
 USA
 Greg Allem
 (309) 888-4628
 (309) 888-5072

**Please refer to System ID
 number when placing a service
 call.**

Your System ID# is: **4905-00228**

Model	Description	Qty.	HelpDesk Cost*	9/5 Cost**	24/7 Cost***	Preventive Cost****
TP-3500XC-ED	TouchPrint™ 3500 enhanced definition Live	1	1,489.00	2,176.00	2,635.00	0.00
TP-3XXX-PM	Preventive Maintenance for TP-3XXX systems.	1	0.00	0.00	0.00	131.00
TP-PRT-DUP	TouchPrint™ Duplex Fingerprint Card Printer	1	172.00	342.00	458.00	0.00
TP-PRINTER-PM	Preventive Maintenance for Printers. Available	1	0.00	0.00	0.00	110.00
TP-COMX-NFSCLNT	MS Windows XP NFS Client. Touch Print version	1	0.00	0.00	0.00	0.00
TP-COMX-NFSINT	Touch Print version 6 and later Network File	1	0.00	0.00	0.00	0.00
TP-CSTX-IL101	Illinois State Police Live Scan Customization	1	0.00	0.00	0.00	0.00
TP-HWOX-ADLNIC2	TouchPrint™ Ethernet PCI Based 10/100 Lan	1	0.00	0.00	0.00	0.00
TP-SWOX-DIXFER	Demographic Interface Transfer License Fee; XP	1	0.00	0.00	0.00	0.00
TP-NOREMOTE	Charge for No Remote access.	1	0.00	1,108.00	1,108.00	0.00
Total (Except for Preventive)			\$1,661.00	\$3,626.00	\$4,201.00	\$241.00

NOTE: TP-NOREMOTE is a Service Charge to offset additional Maintenance Expense incurred due to inability of Identix Help Desk to perform Remote Diagnostic Troubleshooting of System. If Remote Access is available via Dial-Up Modem, Secure ID, VPN, or other means, please check this box, provide requested information below and delete TP-NOREMOTE from Addendum. Maintenance Agreement Renewal is contingent upon verification of Remote Access functionality.

Dial-In Modem: Access Telephone Number _____

Secure ID, VPN, Other: Contact Name JEFF THOMPSON Telephone Number (309) 888-5046

PERIOD OF COVERAGE:

*Parts plus unlimited telephone support access 24 hours per day, 7 days per week.

**Parts plus on site support 9 hours a day, 5 days a week, except nationally observed holidays.

***Parts plus on site support 24 hours a day, 7 days a week.

****Preventative maintenance is a scheduled periodic visit between 9:00 a.m. and 5:00 p.m. Monday – Friday. Preventative maintenance is quoted on a per time basis, and can be performed 1, 2, 3, 4, 6, or 12 times per year.



Identix, Incorporated
 5600 Rowland Road
 Minnetonka, MN 55343
 Tel: (952) 932-0888
 TIN #: 24-2842496

MAINTENANCE AGREEMENT ADDENDUM

Quotation Information				
Number	Date	Valid Until	Contract(if applicable)	SystemID
DB-21004	07-06-2007	01-02-2008	None	4905-00228

Billing Address

McLean County Sheriffs Department
 104 W Front Street; Room 105
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 Greg Allem
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 (309) 888-5072

Equipment Location

McLean County Sheriffs Department
 104 W Front Street; Room 105
 Bloomington, IL 61701
 USA
 Greg Allem
 (309) 888-4628
 (309) 888-5072

**Please refer to System ID
 number when placing a service
 call.**

EFFECTIVE START DATE: 02/01/2008 END DATE: 01/31/2009

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$1,661.00 per term of contract - prepayment.
- 9/5 price = \$3,626.00 per term of contract - prepayment.
- 24/7 price = ~~\$4,201.00~~ per term of contract - prepayment. \$3093.00
- Preventative Maintenance Visits at \$241.00 per time x _____ times per term of contract = \$ _____.

TOTAL Cost \$ 3093.00 Maintenance plus Preventative price (if any).

Please check type of preferred billing: Annual Invoice or Quarterly Invoice or Monthly Invoice

BY: *Debbie Blanchard*
 NAME: Debbie Blanchard
 TITLE: Contracts Administrator
 DATE: July 06, 2007

P.O.#: _____
 BY: _____
 NAME: _____
 TITLE: _____
 DATE: _____

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

MCLEAN COUNTY SHERIFF: _____
 MIKE EMERY
 SHERIFF

DATE: _____

COUNTY OF MCLEAN: _____
 MATT SORENSEN, CHAIRMAN OF
 THE MCLEAN COUNTY BOARD

DATE: _____

 PEGGY ANN MILTON, CLERK OF
 THE MCLEAN COUNTY BOARD

DATE: _____

IDENTIX INCORPORATED
SYSTEM MAINTENANCE TERMS AND CONDITIONS

for use with

U.S. End User Customers

covering

Identix® Live Scan Product Line

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services.
Included With All Remedial Maintenance Services are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties,

tariffs, taxes, and all other delivery related charges.

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Identix' *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix'

Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.

- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested type of transaction changes to existing type of transaction applications; provided, however, that any such type of transaction change does not, in the sole opinion of Identix' Development Management Team, require a significant

development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' Help Desk Maintenance Services are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]

- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System relocation.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, moved or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or

components not authorized by Identix are fitted to the System.

- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.
- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Identix' TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. Fees. The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. Failure to Pay Fees. If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF MCLEAN, OLYMPIA COMMUNITY UNIT SCHOOL DISTRICT 16, AND THE MCLEAN COUNTY SHERIFF

This Agreement entered into this _____ day of _____, 2008 between the County of McLean (hereinafter "County"), Olympia Community Unit School District No. 16 (hereinafter "Olympia"), and the McLean County Sheriff (hereinafter "Sheriff"), pursuant to the following terms and conditions.

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq., enable the parties to enter into agreements among themselves and provide authority for intergovernmental cooperation.

For and in consideration of the mutual promises, terms, covenants, and conditions set forth herein, the parties agree as follows:

- 1. Purpose.** This Agreement establishes and delineates the mission of the School Resource Officer, herein referred to as the SRO Program, as a joint cooperative effort. Additionally, the Agreement formalizes relationships between the participating entities in order to foster an efficient and cohesive program that will build a positive relationship between police officers and the youth of our community in addition to reducing crime committed by juveniles and young adults.
- 2. Mission.** The mission of the SRO Program is the reduction and prevention of school-related violence and crime committed by juveniles and young adults. This is accomplished by assigning McLean County Deputies to school facilities on a *full-time* basis during the regular school year. The SRO Program accomplishes the mission by creating and maintaining safe, secure and orderly learning environment to students, teachers and staff. The SRO Program will strive to establish a trusting channel of communication with students, parents and teachers. SRO's will serve as a positive roll model to instill in students good moral standards, good judgment, respect for other students and a sincere concern for the school community. SRO's will promote citizen awareness of the law to enable students to become better informed and effective citizens, while empowering students with the knowledge

of law enforcement efforts and obligations regarding enforcement as well as consequences for violations of the law. SRO's will serve as a confidential source of counseling for students and parents concerning law-related problems they face as well as providing information on community resources available to them.

3. Organizational Structure

A. Composition. The SRO (Student Resource Officer) Program will consist of one (1) full-time McLean County Sheriff's Department Deputy who is a Certified Police Officer and meet all requirements as set forth by McLean County Sheriff's Department Rules and Regulations.

B. Supervision. The day-to-day operational and administrative control of the SRO Program will be the responsibility of the McLean County Sheriff's Department. Responsibility for the conduct of SRO personnel, both personally and professionally, shall remain with the McLean County Sheriff's Department. On a daily basis, the School Resource Officer will collaborate with school and district administrators on many issues, including the disposition of various situations they may encounter. The SRO will report to the school's administrators and carry out tasks as requested, however their ultimate responsibility is to carry out their duties as police officers, as expressed and interpreted through the McLean County Sheriff's Department chain of command.

C. Relationship of Parties. The County and the assigned deputy shall have the status of and independent contractor for purposes of this Agreement. The deputy assigned to the School District shall be considered to be an employee of the County and shall be subject to its control and supervision. The assigned deputy will be subject to current procedures in effect for certified deputy sheriffs, including attendance at all authorized training. This Agreement, is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between the parties, and the rights and obligations of the parties shall be only those expressly set forth in this Agreement. The parties agree that no person supplied by the Olympia Community Unit School District No. 16 to accomplish the goals of this Agreement is a County employee and that no rights under County employment, retirement, or personnel rules accrue to such person, and the parties agree that no person supplied by the McLean County Sheriff's Department to accomplish the goals of this Agreement is an

Olympia Community Unit School District No. 16 employee and that no rights under school district employment, retirement, of personnel rules accrue to such person.

4. Procedures.

A. Concept. SROs are first and foremost law enforcement officers to the McLean County Sheriff's Department. SROs shall be responsible for carrying out all duties and responsibilities of a deputy sheriff and shall remain at all times under the control, through the chain of command of the McLean County Sheriff's Department. All acts of commission or omission shall conform to the McLean County Sheriff's Department Rules of Conduct. SROs are enforcement officers in regards to criminal matters only and not enforcers of school regulations. SROs are not school disciplinarians and should not assume this role. SROs report directly to the SRO Sheriff's Department supervisor in connection with the assignment of law enforcement instructions and not to the law enforcement duties. SROs are not formal counselors and will not act as such, however, they are to be used as a law-related resource to assist students, faculty, staff and all persons involved with the Olympia Community Unit School District No. 16. SROs are to be used as instructors of law enforcement topics, and will provide instruction when the Olympia Community Unit School District No 16 requests, under the supervision of a certified teacher. SROs can instruct on a variety of law enforcement subjects to students and staff, including alcohol and drug education. SROs may use this instruction to build rapport between the students and the staff while under the supervision of a certified teacher.

B. Duties. McLean County Sheriff's Department responsibilities of the SRO will include, but not be limited to:

- 1. To enforce criminal law and protect the students, staff, and public at large against criminal activity:**
- 2. Provide information concerning questions about law enforcement topics to students and staff:**
- 3. Speak to students on a variety of law enforcement related topics including, but not limited to, narcotics, safety, public relations, occupational training, leadership, and life skills when the Olympia Community Unit School District No. 16 requests it under supervision of a certified teacher:**
- 4. Coordinate investigative procedures between Police and school administrators:**

5. Provide law-related counseling on a limited basis to students, staff and faculty:
6. Handle initial police reports of crime committed on campus:
7. Take enforcement action on criminal matters when appropriate:
8. Wear an approved police uniform at all times or other apparel approved by the McLean County Sheriff's Department:
9. As the need arises, and when mutually agreed to by and between the parties, attend school special events and non-regular school year functions as assigned by the McLean County Sheriff's Department and requested by the school administrators.

C. Enforcement. Although SROs have been placed in a formal education environment, they are not relieved of the official duties as an enforcement officer. Decisions to intervene formally will be made when it is necessary to prevent any criminal act. Citations may be issued and arrest made when appropriate and in accordance with McLean County Sheriff's Department's standard operation procedure.

5. Equipment and Working Conditions

A. County Responsibilities. The County shall provide one (1) SRO deputy who has or will obtain training from the Cops in Schools Regional Training Program within six months of the execution of this agreement as a school resource officer. Each officer shall be a fully equipped non-probationary McLean County Sheriff's Department Deputy in good standing.

B. Olympia Community Unit School District No. 16 Responsibilities. The Olympia Community Unit School District No. 16 shall provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

1. Access to an air-conditioned and properly lighted private office, which shall contain a telephone, which may be used for general business purposes:
2. A location for files and records, which can be properly locked and secured:
3. A desk with drawers, chair, worktable, and filing cabinets:
4. Access to and encouragement of classroom participation by SROs:

5. Opportunity for SROs to address teachers and school administrators about the SRO Program, goals, and objectives:

C. Olympia Community Unit School District No. 16 shall assign one of its administrators or teachers to the Cops in Schools Regional Training Program within six months of the execution of this agreement.

D. Reporting of Serious Crimes. If the investigation uncovers evidence of a serious crime as defined in state and county school system administrative regulations, the school official shall notify the SRO, the student's parents/guardian, and the appropriate school personnel. The SRO officers shall comply with the Illinois School Student Records Act (105 ILCS 10/1 et seq.) The records release must be necessary for the discharge of the officer's duties, and the student records will not be disclosed to any other party except as provided under law or order of court.

6. Time and Place of Performance. The County will endeavor to have an SRO available for duty at the assigned school each day that the school is in session during the regular school year. The County is not required to furnish substitute officers on days when regular SRO is absent due to illness, other authorized leave or McLean County Sheriff's Department training requirements. The SRO will inform school administrators when an absence is anticipated. The McLean County Sheriff at all times maintains the authority to reassign an officer to other duties, whether on a temporary basis or permanent basis.

7. Evaluation. It is mutually agreed that the Olympia Community Unit School District No. 16 shall evaluate annually the SRO Program and the performance of each SRO with forms developed jointly by the parties. The evaluation shall be shared with the McLean County Sheriff. It is furthered understood that the Olympia Community Unit School District No. 16's evaluation of each officer is advisory only and the McLean County Sheriff's Department retains the final authority to evaluate the performance of the SRO. The Olympia Community Unit District School No. 16 may request that an SRO be reassigned or replaced by the McLean County Sheriff's Department.

8. Reimbursement. The intent of the parties is that the Olympia Community Unit District No. 16 shall reimburse McLean County for the partial cost of one (1) deputy for the program. Accordingly, the cost set forth herein is the total cost to be paid by the Olympia Community Unit School District No. 16 and not calculated on an hourly basis or actual time basis but for the program as a whole. The Olympia Community Unit School District No. 16 shall pay an annual cost of 75% of the SRO's salary and fringe benefits for

each of the four years under this Agreement. Installments are to be paid on a monthly basis upon invoice from McLean County. The payments shall be made payable to the McLean County Sheriff's Department, 104 West Front Street, Bloomington, IL 61701.

9. Term of the Agreement. The term of the agreement is four years commencing on the ____ of August, 2008 and ending on the ____ of August 2012.

10. Insurance and Indemnification. McLean County agrees to the extent allowed by law to hold the Olympia Community Unit School District No. 16, its agents and employees free, harmless and indemnified from and against any and all claims, suits, or causes of action arising from or in any way out of the performance of the duties of the SRO officers. The Olympia Community Unit School District No. 16 agrees to the extent allowed by law to hold McLean County, the McLean County Sheriff, their agents and employees free, harmless and indemnified from and against any and all claims, suits or causes of action arising from or in any way out of the performance of the Olympia Community Unit School District No. 16 agents or employees.

The foregoing shall 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.

County of McLean,

ATTEST:

Chairman, McLean County Board
McLean County Sheriff,

Clerk of the County Board of
McLean County, Illinois

Olympia Community Unit School
District No. 16,

ATTEST:

President, Board of Education

Clerk, Board of Education

MCDF Average Population
By Month 2007/2008

Month	August	September	October	November	December	January 2008	February	March	April	May	June	July	Average
Daily Total	227.16	221.07	239.55	231.97	234.00	271.71	270.82	270.74	267.07	266.13	257.80	283.29	253.44
In House	201.61	194.07	205.68	205.67	205.00	213.32	217.57	215.10	208.50	206.35	208.47	215.83	208.10
Female	33.19	28.90	42.52	41.67	41.45	45.06	38.54	45.42	35.37	35.55	35.87	42.79	38.86
Male	194.00	192.17	196.94	190.30	191.97	226.65	232.21	225.00	230.10	230.61	221.93	240.50	214.37
Spec Needs Female	7.77	6.90	7.35	7.93	7.13	6.87	6.75	6.35	5.07	6.13	5.60	7.92	6.81
Spec Needs Male	14.39	12.17	13.52	13.73	15.87	18.32	19.39	18.77	17.97	16.23	15.63	17.83	16.15
Str Sent Female	4.29	4.00	6.90	8.63	8.71	13.52	7.68	11.68	8.20	7.61	6.87	7.38	7.96
Str Sent Male	30.71	38.17	32.81	32.10	34.39	49.52	61.29	51.81	43.27	42.10	33.10	37.29	40.55
Weekender Work Rel Female	0.13	.30	2.45	4.83	4.48	4.90	9.29	11.42	7.13	5.13	6.20	5.92	5.18
Weekender Work Rel Male	17.68	16.63	19.84	15.20	13.48	18.87	22.07	25.61	37.37	34.42	33.00	34.67	24.07
Other Fac Female	5.35	2.23	00.10	0.00	4.29	7.71	3.29	5.58	3.83	5.65	4.27	7.29	4.13
Other Fac Male	8.10	13.17	18.97	13.77	13.48	37.74	32.21	30.45	31.47	31.77	25.70	36.67	24.46

MCDF Average Population
By Month 2008

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	271.71	270.82	270.74	267.07	266.13	257.80	283.29						269.65
In House	213.32	217.57	215.10	208.50	206.35	208.47	215.83						212.16
Female	45.06	38.54	45.42	35.37	35.55	35.87	42.79						39.80
Male	226.65	232.21	225.00	230.10	230.61	221.93	240.50						229.57
Spec Needs Female	6.87	6.75	6.35	5.07	6.13	5.60	7.92						6.38
Spec Needs Male	18.32	19.39	18.77	17.97	16.23	15.63	17.83						17.73
Str Sent Female	13.52	7.68	11.68	8.20	7.61	6.87	7.38						8.99
Str Sent Male	49.52	61.29	51.81	43.27	42.10	33.10	37.29						45.48
Weekender Work Rel Female	4.90	9.29	11.42	7.13	5.13	6.20	5.92						7.14
Weekender Work Rel Male	18.87	22.07	25.61	37.37	34.42	33.00	34.67						29.43
Other Fac Female	7.71	3.29	5.58	3.83	5.65	4.27	7.29						5.37
Other Fac Male	37.74	32.21	30.45	31.47	31.77	25.70	36.67						32.29

**Office of the Coroner
McLean County
JUNE 2008 REPORT**

	June 2008	June 2007	TYTD 2008	LYTD 2007
<i>Cases</i>	82	71	494	407
<i>Autopsies</i>	10	8	62	59
<i>Out/County Autopsies</i>	24	21	114	115
<i>Inquests</i>	3	1	11	20
<i>Coroner Rule</i>	3	-	29	-

JUNE TOTAL DEPOSITS

	<u>Budget</u>	<u>Actual</u>
<i>Copy Fees</i>	\$ 5,000.00	3,149.00
<i>Morgue Fee</i>	33,438.00	13,430.00
<i>Unclassified</i>	-	140.00
<i>Reim/Services</i>	250.00	436.43
<i>Paid to Facilities Mgt</i>	-	3,800.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 1

Medical/Sudden death – 5

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 4

OPEN DEATH INVESTIGATIONS

Traffic Crash – 2 Homicide – 0

Medical/Sudden death – 5 Other/Pending - 11



OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

July 31, 2008

To: The Honorable Chairman and Members of the Justice Committee

From: John M. Zeunik
Terry Lindberg
Chris Behrns

Re: Family Visitation Center – Neutral Site Custody Exchange Fee

At the July 22, 2008 County Board meeting, the Board voted to refer the proposed fee increase to support the Neutral Site Custody Exchange program currently operated by the Children's Foundation to the County Administrator's Office for further review.

I. Background and History

The McLean County Domestic Violence Task Force first convened in 1993. One of their tasks was to improve the safety of visitations and child exchanges. The McLean County Domestic Violence team continues to meet on a monthly basis. In June, 1998, local officials identified the need for a neutral site custody exchange program. In 1999, the Children's Foundation (TCF) and Partners for Community (PFC) offered to collaborate on the development of such a site. Gathering information on program design and service delivery from the Umbrella Tree program in Thief River Falls, MN, the McLean County Family Visitation Center (FVC) was opened in September, 1999.

Funding was first available through the Illinois Violence Prevention Authority (IVPA) pilot grant which ended in 2001. In July, 2001, FVC services operated on a part-time basis, with funding from a one-time grant of \$10,000.00 approved by the McLean County Board and contributions from churches, individual donations, and in-kind donations from TCF.

In March, 2002, the FVC was awarded a 2 year Safe Havens grant of \$223,559.00 from the U. S. Department of Justice. The FVC was awarded a second 2 year federal grant totaling \$347,568.00. A third federal grant of \$349,796.00 funded the program through September 30, 2008. The Safe Havens grants allowed the FVC to run a seven day neutral site custody exchange program, provide extensive training and outreach opportunities, and collaborate with other similar programs across the country, as well as refine the evaluation and monitoring components of the custody exchange program. The federal grant funding enabled the FVC to purchase necessary capital equipment

The Honorable Chairman and Members of the Justice Committee
July 31, 2008
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items (e.g. secure locks, cameras and monitors) and to offer a comprehensive program of services. The FVC has submitted an application for another Safe Havens federal grant for the period beginning October 1, 2008. In past grant cycles, there was an indication that funding was forthcoming at least 30 to 60 days before the grant period, and that has not occurred at this point.

The FVC strives to fulfill the following objectives:

- Provide a safe and neutral location for non-custodial parents to maintain contact with their children,
- Prevent child abuse,
- Reduce the potential for harm to victims of domestic violence,
- Enable an ongoing relationship between the non-custodial parent and child,
- Facilitate appropriate child/parent interaction during supervised contact,
- Help build safe and healthy relationships between parents and children,
- Where appropriate, provide written factual information to the court regarding supervised contact.

The FVC is currently open 9:00 am – 9:00 pm, seven days a week. The operation serves an average of 22 families per week and there is currently a waiting list of 4 families. The FVC averages 14 supervised visits and 8 exchanges per week. Supervised visits involve the non-custodial parent visiting with the child in a supervised setting, in which a trained facilitator monitors the behavior and interaction between the child and parent and then makes a recommendation on whether the parent should be granted non-supervised partial custody of the child.

Local Family Visitation Center staff note that the McLean County program is one of only nine family visitation centers in the state. The nine cited programs are supported by either participant fees or dedicated filing fees.

The Family Visitation Center is one of 13 major programs operated by the McLean County division of the Children's Home and Aid Society of Illinois (CHASI), formerly known as the Children's Foundation. The fiscal year 2009 budget for all of these programs totals more than \$4 million dollars, comprised of federal and state grants, restricted and unrestricted donations, program participant fees and other miscellaneous funding sources.

II. Future Options

To continue operations of the Neutral Site Custody Exchange program, the FVC is requesting County Board approval of an additional filing fee on all civil cases. The Neutral Site Custody Exchange Funding Act 55 *ILCS* 82/1 was passed by the General Assembly and signed into law in 2000. It provides that a County Board may vote to

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authorize the addition of a civil case filing fee of not less than \$1.00, nor more than \$8.00, to be paid at the time of filing. For your information, the standard civil case filing fee is currently \$223.00, while the small claims filing fee is currently \$73.00. An \$8.00 increase in the civil case filing fee represents a 3.58% increase in the civil case filing fee for a standard civil filing, and an 11% increase in the filing fee for a small claims case.

The County Board has approved two increases in Court filing fees in the past years. In August, 2006, the Board approved a \$10.00 fee to be assessed on all civil cases to support the Law Library. In June, 2006, the Board approved an increase of \$5.00 in the Civil Case filing fee to support the Children's Waiting Room in the Law and Justice Center. In August, 2006, to support the County's Drug Court, the Board approved a \$5.00 and a \$10.00 fee to be paid by the defendant in specific criminal cases upon the order of the Court as a result of a conviction or court ordered supervision. In April of this year, to support the Children's Advocacy Center, the Board approved a \$15.00 fee to be paid by the defendant upon the order of the Court as a result of a conviction or court ordered supervision.

At the previous meeting of the Justice Committee, the FVC projected that an \$8.00 civil case filing fee would generate estimated \$60,000.00 in revenue (an average of 7,500 cases). However, in many instances, there will be more than one filing per case. On the other hand, there are some cases that would not require any filings at all. We have carefully assessed the yield on the proposed neutral site custody fee and estimate that every \$1.00 of additional fees would result in \$10,000.00 of new annual revenue, i.e., an \$8.00 fee would raise \$80,000.00 annually.

To get a better estimate of how many filings would be collected, the following table has been constructed. The 2003-2007 Average is the average of cases from 2003 to 2007. The factor is an estimate of how many filings will be collected per case. The total filings are the average multiplied by the factor.

<u>Civil Case</u>	<u>2003-2007 Avg.</u>	<u>Factor</u>	<u>Total Filings</u>
Adoption	84	0.00	0
Arbitration	678	2.00	1,356
Chancery	514	2.00	1,028
Dissolution	629	1.33	836
Eminent Domain	3	0.00	0
Family	441	2.00	882
Law	200	2.00	400
Law (Minor)	1,139	1.33	1,515
Municipal Corp.	0	0.00	0

<u>Civil Case</u>	<u>2003-2007 Avg.</u>	<u>Factor</u>	<u>Total Filings</u>
Mental Health	154	0.00	0
Misc. Remedy	271	0.80	217
Order for Protection	204	0.00	0
Probate	290	1.00	290
Small Claims	2,685	1.33	3,571
Tax	1	1.00	1
<u>Total</u>			<u>10,095</u>

III. Staff Recommendation

Discussions with FVC staff and a review of previously submitted materials suggest a limited neutral site exchange program could be operated without any federal funding, relying solely on filing fees at the \$8.00 level.

Friday 9:00 a.m. - 8:00 p.m.
 Saturday 9:00 a.m. - 6:00 p.m.
 Sunday 9:00 a.m. - 5:00 p.m.
 Wednesday 5:00 p.m. - 7:00 p.m.

If the County Board supports the continued existence of a neutral site custody exchange program, the statutorily authorized increase in the civil case filing fee should be enacted at the \$8.00 level. The statute provides that the FVC will need to obtain approval from the Chief Judge annually prior to receiving filing fee revenue. If federal grant funds are awarded, consideration should be given to rescinding the filing fee increase or withholding a grant to the FVC until federal funds are fully exhausted.

The total projected expenditures to operate a 30 hour per week program total \$79,285.00. Below is the projected budget for a 30 hour per week program.

Program Supervisor:	1.0 FTE	\$36,500.00
Visitation Facilitator	0.5FTE	13,000.00
Benefits		13,365.00
Total Salaries & Benefits		\$62,865.00

Specific assistance to clients:

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\$80.00 per month to assist victim & children with transportation to FVC:	960.00
\$40.00 per month for snacks & drinks:	480.00
\$80.00 per month for infant items:	960.00
Total Specific Assistance:	\$ 2,400.00
Staff mileage:	2,500.00
Postage:	420.00
Office Supplies:	600.00
Spanish Translator:	3,000.00
Neville House pass-through: (for domestic violence training)	3,000.00
Telephone:	1,500.00
Utilities:	2,400.00
Maintenance:	600.00
Total:	\$14,020.00
Total Operating Budget – 30 Hour per Week:	<u>\$79,285.00</u>

If there is no additional funding, the proposed \$8.00 increase in the civil case filing would generate \$80,760.00 in revenue (10,095 multiplied by \$8.00). Therefore, an increase of \$8.00 in the civil case filing fee will likely fund the operating budget for a 30 hour per week neutral site custody exchange program. Over time, the personnel and benefit expenses and contractual operating expenses are likely to increase. Therefore, the Children's Foundation will need to continue soliciting additional donations and other grant funding to support this program since an increase in the number of civil case filings is the only factor that will generate an increase in revenues attributable to the \$8.00 civil case filing fee.

We will be pleased to discuss this recommendation with the Committee members.

Thank you.

An ORDINANCE of the McLEAN COUNTY BOARD
INCREASING THE FILING FEE IN ALL CIVIL CASES
TO FUND THE NEUTRAL SITE CUSTODY EXCHANGE PROGRAM
OF THE FAMILY VISITATION CENTER

WHEREAS, the Children's Foundation has proposed that the McLean County Circuit Court support an increase in the filing fee in all civil cases to fund the Neutral Site Custody Exchange Program of the Family Visitation Center; and,

WHEREAS, pursuant to 55 *ILCS* 82/1, the County Board may increase the filing fee in all civil cases up to \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center; and,

WHEREAS, pursuant to 55 *ILCS* 82/1, the County Board may require the Circuit Court Clerk to charge and collect a Neutral Site Custody Exchange fee of not more than \$8.00 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance in all civil cases, except that the fee shall not be charged in any proceeding commenced by or on behalf of a unit of local government; and,

WHEREAS, on March 12, 2008, the McLean County Circuit Court unanimously agreed to support increasing the filing fee in all civil cases \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center; and,

WHEREAS, the McLean County Circuit Court recommends that the County Board adopt an Ordinance increasing the filing fee in all civil cases \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center to be effective as of August 1, 2008; and,

WHEREAS, the Justice Committee, at its regular meeting on August 5, 2008, recommended to the County Board that, pursuant to 55 *ILCS* 82/1, the filing fee in all civil cases be increased \$8.00 to fund the Neutral Site Custody Exchange Program of the Family Visitation Center to be effective as of September 1, 2008; now, therefore,

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

- (1) Pursuant to 55 *ILCS* 82/1, the County Board hereby increases the filing fee in all civil cases \$8.00 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance in all civil cases, except that the fee shall not be charged in any proceeding commenced by or on behalf of a unit of local government.

(2)

- (2) Pursuant to 55 *ILCS* 82/1, the County Board hereby requires the Circuit Court Clerk to charge and collect a Neutral Site Custody Exchange Act fee of not more than \$8.00 to be paid by the plaintiff at the time of the filing of the case and by the defendant at the time of filing an appearance in all civil cases, except that the fee shall not be charged in any proceeding commenced by or on behalf of a unit of local government.
- (3) Pursuant to 55 *ILCS* 82/1, the County Board hereby establishes September 1, 2008 as the effective date of this Ordinance and hereby provides notice to the Circuit Court Clerk of the effective date to commence the charges and collection of this fee.
- (4) Pursuant to 55 *ILCS* 82/1, the County Board hereby directs the County Treasurer to establish a Special Revenue Fund designated as the Neutral Site Custody Exchange Act Fund.
- (5) Pursuant to 55 *ILCS* 82/1, upon monthly remittance of the fees collected by the Circuit Court Clerk, the County Treasurer shall deposit the fees in the Neutral Site Custody Exchange Act Fund.
- (6) Pursuant to 55 *ILCS* 82/1, the County Board shall make and approve disbursements from the Neutral Site Custody Exchange Act Fund to one or more qualified not-for-profit organizations that operate within the County based on each such organization's proportionate share of the total number of neutral site custody exchanges handled by all such organizations in the County during the year prior to the grant application.
- (7) The County Board hereby directs the County Clerk to forward a certified copy of this Ordinance to the Chief Judge of the Eleventh Judicial Circuit Court, the Circuit Court Clerk, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 19th day of August, 2008.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board