



JUSTICE COMMITTEE AGENDA  
Law and Justice Center, Room 700  
December 9, 2002

5:15 P.M.

1. Roll Call
2. Chairman's Approval of Minutes – November 4, 2002 and November 19, 2002
3. Appearance by Members of the Public
4. Departmental Matters:
  - A. Joan Naour, Correctional Health Services
    - 1) Items to be presented for Action:
      - a) Request renewal of Contract with Dennis Krug, DDS, for the Provision of Dental Clinician Services for the McLean County Adult Detention Facility 1 - 5
      - b) Request renewal of Contract with OSF Healthcare System and Kenneth Ionue, M.D., for the Physician Services at the McLean County Adult Detention facility 6 - 11
      - c) Request renewal of Contract with McLean County Center for Human Services for the Provision of Mental Health Services for the McLean County Adult Detention Facility 12 - 17
    - 2) Items to be presented for Information:
      - a) General Report
      - b) Other
  - B. Billie Larkin, Children's Advocacy Center
    - 1) Items to be presented for Information:
      - a) Monthly Statistics Report 18 - 19
      - b) General Report
      - c) Other

- C. Beth C. Kimmerling, Coroner's Office
- 1) Items to be presented for Information:
    - a) Monthly Report for October 2002 20 - 21
    - b) General Report
    - c) Other
- D. Sandra Parker, Circuit Clerk's Office
- 1) Items to be presented for Information:
    - a) Statistical Reports for the Month of October 2002 22 - 30
    - b) General Report
    - c) Other
- E. Roxanne Castleman, Court Services Department
- 1) Items to be presented for Action:
    - a) Request Approval of a Contract with OSF Healthcare Systems for the Physician Services for the McLean County Juvenile Detention Facility 31 - 38
    - b) Request Approval of a Contract with Cathy Vogel for Counseling Services for the McLean County Juvenile Detention Facility 39 - 44
    - c) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2002 Combined Annual Appropriation and Budget Ordinance, Juvenile Accountability Grant Fund 0005, Court Services 0002, Juvenile Probation 45
    - d) Request Approval of a Resolution Requesting State Funding of Residential Treatment for Selected Juvenile Offenders 46 - 52
  - 2) Items to be presented for Information:
    - a) Monthly Statistics 53 - 59
    - b) Other
- F. Amy Davis, Public Defender
- 1) Items to be presented for Action:
    - a) Request Approval of Contract for Special Public Defender with Alan J. Novick, Attorney at Law 60 - 64
    - b) Request Approval of Contract for Special Public Defender with Anthony Tomkiewicz, Attorney at Law 65 - 69
    - c) Request Approval of Contract for Special Public Defender with David Butler, Attorney at Law 70 - 74
    - d) Request Approval of Contract for Special Public Defender with Lee Ann Hill, Attorney at Law 75 - 79

	e)	Request Approval of Contract for Special Public Defender with John L. Wright, Jr., Attorney at Law	80 - 84
2)		<u>Items to be presented for Information:</u>	
	a)	Monthly Caseload Report	85 - 87
	b)	Other	
G.		William A. Yoder, State's Attorney's Office	
	1)	<u>Items to be presented for Action:</u>	
	a)	Executive Session: Personnel/Employment Issues	
	2)	<u>Items to be presented for Information:</u>	
	a)	Case Load Report	88
	b)	Asset Forfeiture Report	89
	c)	General Report	
	d)	Other	
H.		Sheriff David Owens, Sheriff's Department	
	1)	<u>Items to be presented for Action:</u>	
	a)	Request Approval of an Intergovernmental Agreement between McLean County and the City of Bloomington for Centralized Booking Services	90 - 95
	b)	Request Approval of an Intergovernmental Agreement between McLean County and the Town of Normal for Centralized Booking Services	96 - 98
	c)	Request Approval of an Intergovernmental Agreement between McLean County and Illinois State University for Centralized Booking Services	99 - 102
	d)	Request Approval to enter into a Typewriter Maintenance Agreement with Paxton's Inc.	103 - 111
	e)	Request Approval to award a Jail Kitchen Chemical Bid to Ecolab for the Sheriff's Department	112 - 118
	f)	Request Approval of a Contract for Inmate Chaplain Services for the McLean County Detention Facility	119 - 120
	g)	Request Approval of a Letter of Understanding Between McLean County Board and the Regional Office of Education for McLean and DeWitt Counties	121 - 123
	h)	Request Approval of a Maintenance Agreement With Identix for Live-Scan Maintenance fo the McLean County Detention Facility	124 - 127
	3)	<u>Items to be presented for Information:</u>	
	a)	McLean County Detention Facility Report	128 - 130
	b)	General Report	
	c)	Other	

- I. Bill Gamblin, Administrator, E-911/ETSB
  - 1) Items to be presented for Information:
    - a) Status Report for the E-911 System 131 - 135
    - b) General Report
    - c) Other
  
- J. John M. Zeunik, County Administrator
  - 1) Items to be presented for Action:
    - a) Request Approval of a Purchase Service Agreement between McLean County and the Children's Foundation 136 - 137
  - 2) Items to be presented for Information:
    - a) General Report
    - b) Other
  
- K. Other Business and Communication
  - 1) Items to be presented for information:
    - a) Alternatives to Jail Committee – McLean County League of Women Voters 138 - 148
    - b) Other
    - c)
  
- 5. Recommend payment of Bills and Transfers, if any, to County Board
  
- 6. Adjournment



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

## MEMORANDUM

DATE:	November 21, 2002
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES

TOPIC: RECOMMENDATION FOR RENEWAL OF THE CONTRACT WITH DENNIS KRUG, DDS, FOR THE PROVISION OF DENTAL CLINICIAN SERVICES FOR THE McLEAN COUNTY ADULT DETENTION FACILITY

The current contract with Dennis Krug, DDS, for the provision of dental clinician services for the McLean County Adult Detention Facility expires on December 31<sup>st</sup>, 2002. At this time, we respectfully recommend that this contract with Dr. Krug be renewed for an additional two year time period with the rate of compensation for services to be negotiated on a yearly basis.

We also recommend that compensation for 2003 contract year be paid at an hourly rate of \$127.30 portal to portal in addition to a monthly stipend of \$95.61. These figures represent a 4% increase from the previous contract year; however, the approved budgeted figure for dental services for 2003 represents a 2.7% decrease due to increased efficiency and productivity.

Dr. Krug has provided dental assessments and services to inmates in need of dental care since May of 1995, and we have been extremely satisfied with his services. At the current time, Dr. Krug provides on-site dental evaluation and treatment once a week for approximately three hours.

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, made this 17<sup>th</sup> of December, 2002, by and between the McLean County Board, (hereinafter known as the Board), and, Dennis R. Krug, D.D.S., a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

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

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

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

THE DENTAL CLINICIAN AGREES TO:

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

## DENTAL CLINICIAN CONTRACT

Page Two

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

### THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the first year of this Agreement (January 1 2003 through December 31 2003), provide compensation to the Dental Clinician at an hourly rate of \$127.30 portal to portal in addition to a monthly stipend of \$95.61 payable monthly upon invoice by the Dental Clinician.

DENTAL CLINICIAN CONTRACT

Page Three

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT

Page Four

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

**APPROVED:**

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

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

**APPROVED:**

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

**ATTEST:**

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



DETENTION FACILITY  
HEALTH SERVICES DEPARTMENT  
104 W. Front Street, P.O. Box 2400  
Bloomington, Illinois 61702-2400  
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## MEMORANDUM

DATE:	NOVEMBER 21, 2002
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JPN</i>

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH OSF HEALTHCARE SYSTEM AND KENNETH IONUE, M.D., FOR PHYSICIAN SERVICES AT THE MCLEAN COUNTY ADULT DETENTION FACILITY

The current contract for the MCDF Physician for the McLean County Adult Detention Facility expires on December 31, 2002. At this time, we respectfully recommend that this contract with OSF Health Care System and Kenneth Inoue, M.D., be renewed for an additional two year time period with the rate of compensation for services to be negotiated on a yearly basis.

We also recommend that the rate of compensation for 2003 contract year be increased by 4% from \$41,948.98 to \$43,626.94, effective January 1, 2003. This figure was negotiated with representatives of OSF HealthCare System, and is within the parameter of the approved fiscal year 2003 budget for the McLean County Adult Detention Facility Physician.

Dr. Inoue has served as the MCDF Physician since July of 2000, and we have been very satisfied with his medical expertise and practice style. Continuity of services and an on-going awareness of policies, procedures, and treatment options continue to be very important factors in the provision of responsible health services to the inmate population. In addition, on-call coverage and support services are provided by the OSF HealthCare System through physicians in the OSF Medical Group.

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

## CONTRACT

### McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 17th day of December, 2002 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCDF PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

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

WHEREAS, HOSPITAL employs MCDF PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCDF PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the jail for the purpose of providing medical aid to inmates and consult with MCDF Health Services staff and with the Sheriff as MCDF Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare treatment protocols for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to jail inmates.
4. Establish written guidelines and directions for transportation of COUNTY inmates under the Sheriff's supervision for emergency care.
5. Assure that the content and scope of written inmate medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to inmates of the McLean County Detention Facility.

7. Attend quarterly administrative meetings with the MCDF Administrator, and Director of MCDF Health Services.
8. In conjunction with Director of MCDF Health Services, Sheriff's Department, and State's Attorney's Office, determine the applicability of County Jail Standards (Medical), State of Illinois, to the provision of medical care in the jail and assure such medical care is provided in accordance with such applicable Standards.
9. Arrange for medical coverage during absences.
10. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
11. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCDF PHYSICIAN and any employee of OSFHS directed by the MCDF PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCDF PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Adult Detention Facility with recommendations and input from MCDF PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise MCDF Health Service staff.
9. During the first year of this Agreement (January 1, 2003 through December 31, 2003), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$43,626.94 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2003 and terminate on December 31, 2004 unless terminated by either party in accordance with 9 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCDF PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCDF PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCDF PHYSICIAN, and final medical judgment pertaining to the inmates incarcerated in the MCDF will be the responsibility of the MCDF PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCDF PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.

6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCDF Physician.

This provision does not apply to arranging for medical coverage during absences.

7. At the time of this Agreement the HOSPITAL and the COUNTY acknowledge that the duties of the MCDF PHYSICIAN will require a minimum of four hours per week in the Adult Facility.
8. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the HOSPITAL upon thirty days written notice.
  - b) At the request of the County Board and/or the Sheriff upon thirty days written notice.
  - c) Inability or incapacity of the MCDF PHYSICIAN to carry out the terms of the Agreement.
10. In the event McLEAN COUNTY's equipment is used by the MCDF PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCDF PHYSICIAN during the period of such use by the MCDF PHYSICIAN or subcontractor.
11. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
12. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

- 13. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
- 14. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
- 15. It is understood that the terms of this Agreement include all the agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 17th day of December, 2002.

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

ATTEST:

By: \_\_\_\_\_  
Secretary

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

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: \_\_\_\_\_  
Chairman  
McLean County Board

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

APPROVED:

\_\_\_\_\_  
David Owens  
McLean County Sheriff



DETENTION FACILITY  
 HEALTH SERVICES DEPARTMENT  
 104 W. Front Street, P.O. Box 2400  
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**MEMORANDUM**

DATE: November 21, 2002  
 TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE  
 FROM: JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES *JN*

TOPIC: RECOMMENDATION FOR RENEWAL OF CONTRACT WITH McLEAN COUNTY CENTER FOR HUMAN SERVICES FOR THE PROVISION OF MENTAL HEALTH SERVICES FOR THE McLEAN COUNTY DETENTION FACILITY.

The current contract with the McLean County Center for Human Services expires on December 31, 2002. This contract allows us to provide mental health services for the inmate population. These services include counseling, crisis intervention, and psychiatric sessions. The following is a comparison of actual rates per service for 2002 and recommended rates per service for 2003:

<u>SERVICE</u>	<u>2002</u>	<u>2003</u>	<u>%/INC</u>
Crisis Team Response-----	\$ 57.00	\$ 58.50	2.60
Nurse Consultation (not utilized)--	\$ 57.00	\$ 58.50	2.60
On-Site Psychiatrist Services-----	\$126.00	\$130.00	3.20
Psychiatrist Sessions(not utilized)	\$ 57.00	\$ 58.50	2.60
Scheduled In-house Services-----	\$ 39.00	\$ 40.00	2.60

There are no additions/deletions in the contract language or services provided, and the projected expenses are within the parameter of the approved fiscal 2003 budget for mental health services for individuals incarcerated in the McLean County Detention Facility.

We respectfully recommend renewal of this contract for contract year 2003, and we would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you in advance for your time and consideration.

CONTRACT 553140-CY03

This CONTRACT, made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the McLEAN COUNTY BOARD OF HEALTH, the governing body of the McLean County Health Department located in the City of Bloomington, Illinois hereinafter called the BOARD, the McLean County Sheriff, the McLean County Board, and the McLEAN COUNTY CENTER FOR HUMAN SERVICES, located in the City of Bloomington, Illinois, hereinafter called the AGENCY.

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

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

WHEREAS, the BOARD by and through the McLean County Health Department has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health service for inmates of the McLean County Detention Facility;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2003 through December 31, 2003, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Detention Facility inmates as specified in the AGENCY'S response to McLean County's Detention Facility Health Services request for proposal and as specified in this CONTRACT.
2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than SIXTY-SIX THOUSAND FOUR HUNDRED DOLLARS (\$66,400) unless supplemental appropriations are made by the McLean County Board. It is understood by both parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. The grant is conditioned upon the AGENCY cooperating in good faith with the McLean County Board of Health or any committee or subcommittee thereof in planning, developing and executing written comprehensive inter-agency cooperative agreements whenever it is deemed appropriate by both parties. Such agreements shall address, but not be limited to, the areas of inter-agency staffing, inter-agency staff training/development, and inter-agency fiscal resource planning. Cooperating in good faith as used herein shall include, but not be limited to, attendance at meetings with representatives of the McLean County Board of Health, or the McLean County Board, in connection with any aspect of inter-agency coordination upon given reasonable notice of such meetings by the McLean County Board of Health.
4. The purpose of the Program described in this CONTRACT is to provide the following:
  - a. Assist nurses at the McLean County Detention Facility to evaluate the mental health status of disturbed prisoners (may include use of the crisis staff, clinical staff, and/or clinical consultant); and,

- b. Provide training to nurses at the Detention Facility on mental health procedures, including the use and effect of psychotropic medications; and,
  - c. Provide consultation to Detention Facility staff concerning disturbed prisoners, and assist with the management and treatment of those prisoners; and
  - d. Provide direct therapy to a limited number of prisoners as referred by the Detention Facility staff; and,
  - e. Provide evaluations as requested by the Court of those prisoners in need of such evaluation (within the limits of staff capacity).
  - f. Provide medical orders to registered nurses at the McLean County Detention Facility who administer psychotropic medications.
5. The AGENCY will provide the BOARD, with all reasonable assistance and consultation from the Health Department Staff, with written reports of any problems encountered in the implementation of the program, recommendations for program changes if indicated, and other information the AGENCY may feel will be of value to the BOARD; and, in addition, periodic program and/or financial audits by a representative designated by the BOARD will be allowed.
6. In order to enhance the working relationship among local Illinois Department of Human Services (DHS) providers, strengthen local input into the community system of care, improve the planning, coordination and management of (DHS) and local resources, the AGENCY agrees to recognize the BOARD under the provisions of the County Public Health Department Act., 55 ILCS, DIV 5-25, the Community Services Act., 405 ILCS, DIV 30-1 and, Sections 103.10, 103.20, 103.30, 103.40 and 103.50 of 59 Illinois Administrative code and provisions of DHS rules and regulations as the focal point of planning and local review and comment on State grant applications including cooperating in good faith with the BOARD in the following areas:
- a. Participating with the BOARD and DHS grantees in the development of long range and annual local comprehensive service plans for submission to DHS Region.
  - b. Submission to the BOARD of DHS grant-in-aid funding requests, including responses to Requests for Proposal (RFP), for review and comment.
  - c. Submission to the BOARD of DHS Program Service and Funding Plan (IDMH/DD1261), Agency Plan 1.0-10.0 inclusive semi-annual Changes in individual Agency Service Plans shall be submitted on the appropriate DHS forms to the BOARD for review and comment.
  - d. Provide notification to the BOARD of the dates and times of all scheduled DHS site visits for the purpose of participation by a staff representative of the BOARD.
  - e. Provide copies of all site visit instruments to the BOARD either prior to or at the time of the schedule site visit.

7. The BOARD will require from the AGENCY an audited financial report(s) covering the CONTRACT period and showing how and where AGENCY'S funds were spent. This audit may be accomplished on CENTER FOR HUMAN SERVICES'S fiscal year and submitted no later than 120 days following the close of that fiscal year.
  
8. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by the AGENCY upon the following schedule of fees:
 

a.	Crisis Team screening and assessment response	\$58.50 hr/person
b.	Nurse consultation (phone or in person)	\$58.50 hr
c.	On-site psychiatrist services (phone or in person with travel)	\$130.00 hr
d.	Psychiatrist sessions	\$58.50 session
e.	Scheduled In-house assessment & services	\$40.00 hr
  
9. This CONTRACT may be terminated for any of the following reasons:
  - a. At the request of the AGENCY upon thirty days written notice; and,
  - b. At the request of the BOARD, or the McLean County Board, upon thirty days written notice; and,
  - c. Failure of the AGENCY to carry out the program services specified in this CONTRACT; and,
  - d. Failure of the AGENCY to meet reporting deadlines or grant conditions as specified in this CONTRACT; or,
  - e. Failure of the BOARD to receive adequate County funding for Mental Health contractual services.
  
10. AGENCY is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
  
11. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to choses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.

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

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

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

\_\_\_\_\_  
David Owens,  
McLEAN COUNTY SHERIFF

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By \_\_\_\_\_  
Tom Barr, Director

McLEAN COUNTY BOARD OF HEALTH

By \_\_\_\_\_  
Joanne Maitland, President

McLEAN COUNTY BOARD

By \_\_\_\_\_  
Michael F. Sweeney, Chairman

ATTEST:

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

**CASA Statistics**  
**Month of October, 2002**

	<b>Current Month</b>	<b>YTD</b>
New Cases Assigned	7	31
Cases Awaiting Assignment	11	N/A
Cases Closed	3	7
Children Awaiting Assignment	16	N/A
Children Currently Served	13	160
Total Number of CASA's Assigned	7	95
Resigned CASA's	*10	21
Reports Filed	15	160
Court Hearings Attended	20	187

**Updates:**

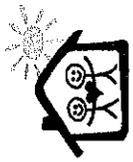
The 18th fall CASA class began on September 30<sup>th</sup>, 2002. During the month of October, we have had the following speakers; Ms. Judy Renner, Assistant States Attorney, Ms. Dawn Webber, DCFS, Mr. Alan Novick, Defense Attorney, Mr. Brian Goldrick, Guardian Ad Litem, Judge Ronald Dozier, and Barb Adkins, Director of Community Affairs for the City of Bloomington. We believe that the speakers input is an integral part of CASA training, and ultimately will prepare the CASA's to be competent volunteers. The training is typically 3 hours per night, two times per week, for 6 weeks. The training is a large time commitment for our volunteers.

Judge Ron Dozier continues to refer the more difficult cases to our program, most recently sending us several cases with 5 children, and several cases with teenagers. The CASA staff have been reading these cases in anticipation of assigning them to the new class of CASA graduates. Reading the cases is often a tedious task as the cases are very lengthy. Often these are more difficult cases, that really need an extra set of "eyes and ears for the court".

\* The number of resigned CASA's is higher this month due to our program updating our data base. We sent each inactive volunteer a letter asking when they were would be willing to take a case. These 10 individuals are unable to be active for the next year, so we put them in the "resigned" category.

# McLean County Children's Advocacy Center Monthly Statistics

## October 2002

	2001 1ST INTERVIEW MONTH/YTD STATS	1ST. INTERVIEW 2002	JUV. SUSPECT INTERVIEW 2002	SIB/WITNESS INTERVIEW 2002	2ND INTERVIEW 2002	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	19/19	12/12	2	2	0	2	18	18
FEBRUARY	13/32	13/25	2	6	0	2	23	41
MARCH	14/46	13/38	0	2	1	0	16	57
APRIL	5/51	13/51	3	3	0	0	19	76
MAY	10/61	16/67	0	5	1	4	26	102
JUNE	13/74	16/83	0	9	1	1	27	129
JULY	16/90	14/97	0	6	0	1	21	150
AUGUST	12/102	10/107	3	4	1	1	19	169
SEPTEMBER	12/114	14/121	1	3	0	0	18	187
OCTOBER	17/131	13/134	2	1	0	0	16	203
NOVEMBER	7/138							
DECEMBER	5/143							
YEAR TO DATE TOTALS	143	134	13	41	4	11	203	203

**Office of the Coroner  
McLean County**

	<b>OCT 2002</b>	<b>OCT 2001</b>	<b>TYTD 2002</b>	<b>LYTD 2001</b>
<i>Cases</i>	<b>73</b>	73	<b>629</b>	656
<i>Autopsies</i>	<b>9</b>	8	<b>93</b>	85
<i>Out/County Autopsies</i>	<b>7</b>	13	<b>109</b>	114
<i>Inquests</i>	<b>8</b>	3	<b>62</b>	43

*Copy Fees*

	<b>Budget</b>	<b>Actual</b>
<i>Morgue Fees</i>	<b>\$6000</b>	<b>\$5003</b>
<i>Reim/Services</i>	<b>\$7300</b>	<b>\$20,003</b>
<i>Paid to Facilities MGT</i>	<b>\$500</b>	<b>\$297</b>
<b>NEW CASES THIS MO</b>	<b>\$2700</b>	<b>\$3688</b>

**Traffic Crash- 1**

**Medical- 3**

**Homicide- 2**

**Other- 5**

**ACTIVE DEATH INVESTIGATIONS**

**Traffic Crash- 4**

**OSHA (Grain Truck)- 1**

**Homicide- 3**

**Other- 13**

(other includes: drug related, medical, unexplained, etc.)

**Office of the Coroner  
McLean County**

	<b>SEP 2002</b>	<b>SEP 2001</b>	<b>TYTD 2002</b>	<b>LYTD 2001</b>
<i>Cases</i>	<b>57</b>	57	<b>556</b>	583
<i>Autopsies</i>	<b>10</b>	8	<b>84</b>	77
<i>Out/County Autopsies</i>	<b>11</b>	11	<b>102</b>	101
<i>Inquests</i>	<b>6</b>	2	<b>54</b>	40

	<b>Budget</b>	<b>Actual</b>
<i>Copy Fees</i>	<b>\$6000</b>	<b>\$5003</b>
<i>Morgue Fees</i>	<b>\$7300</b>	<b>\$20,003</b>
<i>Reim/Services</i>	<b>\$500</b>	<b>\$297</b>
<i>Paid to Facilities MGT</i>	<b>\$2700</b>	<b>\$3688</b>

**NEW CASES THIS MONTH**

**Traffic Crash- 2**

**OSHA (Grain Truck) -1**

**Possible Homicide-1**

**Other- 8**

**ACTIVE DEATH INVESTIGATIONS**

**Traffic Crash- 6**

**OSHA (Grain Truck)- 1**

**Other- 8**

(other includes: drug related, medical, unexplained, etc.)

REPORT A  
ACTIVITY OF ALL CIVIL CASES  
DURING THE MONTH OF OCTOBER 2002  
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2002	END PENDING 2001
Adoption	26	AD	7	0	4	29	28
Arbitration	519	AR	99	17	126	509	422
Chancery	183	CH	25	0	45	163	366
Dissolution of Marriage	537	D	53	0	48	542	511
Eminent Domain	5	ED	0	0	0	5	10
Family	150	F	23	0	21	152	162
Law => \$0,000 - Jury	271	L	12	0	12	271	278
Law = > \$0,000 - Non-Jury	128	L	6	0	9	125	130
Law = < \$0,000 - Jury	23	LM	0	0	0	23	20
Law = < \$0,000 - Non-Jury	240	LM	66	5	67	244	229
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	4	MH	6	0	8	2	4
Miscellaneous Remedy	133	MR	20	0	24	129	156
Order of Protection	20	OP	14	0	14	20	15
Probate	1,086	P	30	0	27	1,089	1,019
Small Claim	698	SC	205	30	250	683	642
Tax	12	TX	0	0	0	12	11
<b>TOTAL CIVIL</b>	<b>4,035</b>		<b>566</b>	<b>52</b>	<b>655</b>	<b>3,998</b>	<b>4,003</b>

REPORT B  
 ACTIVITY OF ALL CRIMINAL CASES DURING THE MONTH OF OCTOBER 2002  
 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 2002	END PENDING 2001
CONTEMPT OF COURT	2	C.C.	2	2	0	2	2	2
CRIMINAL FELONY	956	CF	120	120	1	167	910	930
CRIMINAL MISDEMEANOR	1,146	CM	247	247	0	255	1138	1,356
TOTAL CRIMINAL	2,104		369	369	1	424	2050	2,288

REPORT C  
 ACTIVITY OF ALL JUVENILE CASES  
 DURING THE MONTH OF OCTOBER 2002  
 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 2002	END PENDING 2001
JUVENILE	50	J	4	4	0	0	54	59
JUVENILE ABUSE & NEGLECT	188	JA	7	13	0	2	193	216
JUVENILE DELINQUENT	136	JD	22	22	6	23	141	137
TOTAL JUVENILE	374		33	39	6	25	388	412

REPORT D  
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES  
 DURING THE MONTH OF OCTOBER 2002  
 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT  
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2002	END PENDING 2001
CONSERVATION VIOLATION	37	CV	16	0	17	36	82
DRIVING UNDER THE INFLUENCE	428	DT	75	1	99	405	474
ORDINANCE VIOLATION	787	OV	304	1	212	880	859
TRAFFIC VIOLATION	16,545	TR	2,821	44	3,455	15,955	15,294
<b>TOTALS:</b>	17,797		3,216	46	3,783	17,276	16,709



**REPORT F**  
**DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>**  
**DURING THE MONTH OF OCTOBER 2002**  
**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				
31	0	27	0	0	1	3	103	0	2	167

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

REPORT F  
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup>  
THROUGH THE MONTH OF OCTOBER 2002  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	NOT CONVICTED							CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
						BENCH TRIAL	JURY TRIAL				
JAN	30	0	31	0	0	2	0	78	0	1	142
FEB	11	0	26	0	0	0	1	75	2	2	117
MAR	20	0	25	1	1	1	3	67	1	0	119
APR	27	0	27	0	0	1	1	73	2	1	132
MAY	22	0	29	0	0	0	0	63	3	2	119
JUNE	25	0	28	0	0	1	3	97	2	2	158
JULY	13	0	23	0	1	1	0	48	2	6	94
AUG	25	0	18	0	0	4	2	105	4	3	161
SEPT	22	0	21	0	0	2	3	79	3	0	130
OCT	31	0	27	0	0	1	3	103	0	2	167
NOV											0
DEC											0
TOTAL	226	0	255	1	2	13	16	788	19	19	1339

(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 OCTOBER 2002**  
**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: 105  
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	1	5	13	16	17	52
4. PROBATION	0	0	1	7	18	27	53
5. OTHER	0	0	0	0	0	0	0
<b>TOTALS:</b>	0	1	6	20	34	44	105

REPORT H  
ORDERS OF PROTECTION ISSUED  
DURING THE MONTH OF OCTOBER 2002  
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT  
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	0	0	0
FAMILY (OP)	11	0	3
CRIMINAL	2	0	3
<b>TOTAL:</b>	13	0	6



**COURT SERVICES**

104 W. Front, Box 2400 · Law & Justice Center · Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division  
(309) 888-5370 Juvenile Division

Fax (309) 888-5434  
Fax (309) 888-5831

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## Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman

Date: 11/20/02

Re: Contract for Physician

---

I have attached for your review a proposed 2003 physician contract between OSF Healthcare Systems and McLean County Juvenile Detention Center.

This contract is identical to the last contract, with the exception of a 4% increase. This increase is consistent with the contract at the adult detention center. Both facilities utilize the same physician.

OSF Healthcare Systems provided excellent services the past year in the form of medical services, and I believe this will hold true in 2003.

I will be present at the Justice Committee meeting to answer any questions you may have.

RKC:mp

Attachment

**CONTRACT**  
**McLEAN COUNTY JUVENILE DETENTION FACILITY PHYSICIAN**

THIS AGREEMENT, made this 16th day of January, 2001 by and between the COUNTY OF McLEAN, a Body Politic and Corporate, hereinafter known as the COUNTY, and, OSF HEALTHCARE SYSTEM, an Illinois not for profit corporation, owner and operator of St. Joseph Medical Center, Bloomington, Illinois, hereinafter known as the HOSPITAL, employer of Kenneth Inoue, M.D., a physician licensed to practice medicine in the State of Illinois, hereinafter known as the MCJDC PHYSICIAN.

WHEREAS, the County of McLean has the authority under 73 ILCS 125/14 to provide medical care to inmates housed at the McLean County Adult Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable medical care to juveniles detained at the McLean County Juvenile Detention Facility; and,

WHEREAS, HOSPITAL employs MCJDC PHYSICIAN who has the capacity to provide such service:

THE HOSPITAL AGREES TO PROVIDE THE SERVICES OF THE MCJDC PHYSICIAN TO:

1. By the mutual agreement of the parties, conduct on-site services at the Juvenile Detention Center for the purpose of providing medical aid to juvenile detainees and consult with the nurse at the Juvenile Detention Center and with the Superintendent at the Juvenile Detention Center, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.
2. Prepare medical protocols and standing orders for nurses on duty and review records and procedures as needed.
3. Provide written authorization for all medical care to juvenile detainees.
4. Establish written guidelines and directions for transportation of juvenile detainees under Court Services' supervision for emergency care.
5. Assure that the content and scope of written juvenile detainee medical records meet applicable standards and statutes, and perform regular chart reviews.
6. Establish written procedures for dispensing prescribed medication to juveniles detained at the Juvenile Detention Center.

7. In conjunction with the Superintendent of the Juvenile Detention Center, the nurse assigned to the Juvenile Detention Center, and the State's Attorney's Office, determine the applicability of County Juvenile Detention Standards (Medical), State of Illinois, to the provision of medical care in the Juvenile Detention Center and assure such medical care is provided in accordance with such applicable Standards.
8. Arrange for medical coverage during absences.
9. Comply with all Court Orders, including but not limited to communicable disease testing of inmates.
10. Maintain all licenses and certifications necessary to practice medicine in the State of Illinois throughout the term of the Agreement.
11. Complete any and all continuing education necessary to obtain and maintain knowledge of all current medical practices with respect to services to be performed under the Agreement.

In addition, HOSPITAL agrees to:

1. Secure and maintain Malpractice Insurance and Worker's Compensation Insurance for the MCJDC PHYSICIAN and any employee of OSFHS directed by the MCJDC PHYSICIAN and, upon request, supply to the COUNTY a Certificate of Insurance evidencing such coverage; and
2. Indemnify and hold harmless the COUNTY, its officers, its agents, employees and assigns against any and all claims arisen out of or relating to the MCJDC PHYSICIAN'S activities pursuant to this agreement.

THE BOARD AGREES TO:

1. Provide adequate equipment, supplies, office space, administrative and support staff.
2. Provide appropriate space for private medical screening and examination of patients within the scope and limits of its budget.
3. Execute treatment protocols through staff and participation in the development of the same.
4. Prepare annual Tort Judgment Detention Facility budget for the Juvenile Detention Center with recommendations and input from MCJDC PHYSICIAN.

5. Evaluate program activities as required by regulatory bodies.
6. Provide for day-to-day program operations including provision of patient care according to treatment protocols and confidential storage of medical records.
7. Prepare periodic statistical reports as deemed appropriate.
8. Supervise the nurse assigned to the Juvenile Detention Center.
9. Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN at an annual rate of \$9,989.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2001 and terminate on December 31, 2003 unless terminated by either party in accordance with 8 a, b, or c of this section.

The HOSPITAL and the COUNTY agree that the annual compensation to the HOSPITAL for services of the MCJDC PHYSICIAN shall be subject to negotiation and approval by the HOSPITAL and the COUNTY prior to the start of the second year of this contract agreement. Such negotiations shall begin not later than 90 days before the end of the first year of this Agreement.

2. The HOSPITAL is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of COUNTY in so far as the manner and means of performing the service and obligations of this Agreement. However, COUNTY reserves the right to inspect the MCJDC PHYSICIAN'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
3. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel provided by the COUNTY shall be determined by the McLean County Board and executed through staff.
4. No administrative practice of the COUNTY shall unduly restrict or compromise the medical judgment of the MCJDC PHYSICIAN, and final medical judgment pertaining to the juvenile detainees housed at the Juvenile Detention Center will be the responsibility of the MCJDC PHYSICIAN.
5. Nothing in this Agreement shall prevent the MCJDC PHYSICIAN from engaging in medical practice or services apart from those provided to the McLean County Board.

6. Nothing in this Agreement shall prevent the HOSPITAL from assigning another physician to provide the services required by this Agreement. If the HOSPITAL wishes to assign another physician to provide the services required by this Agreement, the HOSPITAL agrees that the COUNTY shall have the right of approval prior to another physician being assigned. To maintain continuity of care and comply with the applicable standards, the COUNTY shall require that the HOSPITAL designate one physician to serve as the MCJDC Physician.

This provision does not apply to arranging for medical coverage during absences.

7. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
8. This Agreement may be terminated for any of the following reasons:
  - a) At the request of the HOSPITAL upon thirty days written notice.
  - b) At the request of the County Board and/or the Director of Court Services upon thirty days written notice.
  - c) Inability or incapacity of the MCJDC PHYSICIAN to carry out the terms of the Agreement.
9. In the event McLEAN COUNTY's equipment is used by the MCJDC PHYSICIAN or any Subcontractor in the performance of the work called for by this Agreement, such equipment shall be considered as being under the sole custody and control of the MCJDC PHYSICIAN during the period of such use by the MCJDC PHYSICIAN or subcontractor.
10. The HOSPITAL shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise Taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
11. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
13. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

14. It is understood that the terms of this Agreement include all The agreements made by the County Board and HOSPITAL without regard to any oral conversations which may have taken place prior to its execution or subsequent thereto, and that any changes shall be made in writing and agreed to by both parties.

APPROVED by the McLean County Board this 16th day of January, 2001.

HOSPITAL

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

By: Sister Judith Ann Duvall, O.S.F.

ATTEST:

By: Sister M. Patricia Klosecki, O.S.F.  
Secretary

COUNTY:

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

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

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

e:\ann\cont\jdc\_phys.01

Amendment to the Contract  
McLean County Juvenile Detention Center Physician

Pursuant to the terms of the McLean County Juvenile Detention Center Physician contract Page 4, 1., the annual "compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN..." for the period of 1/1/02 - 12/31/02 shall be \$10,389 per year payable on a monthly basis. All other terms and conditions of the 2-year agreement shall remain in effect.

APPROVED by the McLean County Board this 18 day of December, 2001.

HOSPITAL

OSF HEALTHCARE SYSTEM, d/b/a  
St. Joseph Medical Center, Bloomington,  
Illinois

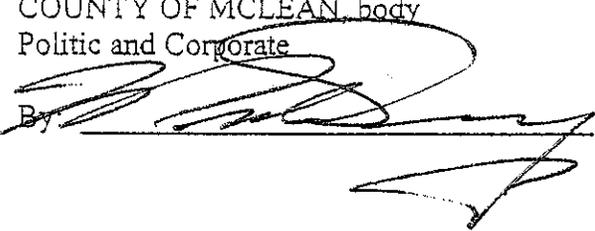
By: Sister Mary Ellen Flannery, O.S.F.

ATTEST:

By: Sister M. Patricia Klosinski, O.S.F.

COUNTY:

COUNTY OF MCLEAN, body  
Politic and Corporate

By: 

ATTEST:

By: Eggy Ann Milton

Amendment to the Contract  
McLean County Juvenile Detention Center Physician

Pursuant to the terms of the McLean County Juvenile Detention Center Physician contract Page 4, 1., the annual "compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN..." for the period of January 1, 2003 through December 31, 2003 shall be \$10,805 per year payable on a monthly basis. All other terms and conditions of the 2-year agreement shall remain in effect.

APPROVED by the McLean County Board this 17<sup>th</sup> day of December 2002

HOSPITAL

OSF HEALTHCARE SYSTEM, d/b/a  
St. Joseph Medical Center, Bloomington,  
Illinois

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

ATTEST:

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

COUNTY:

COUNTY OF MCLEAN, body  
Politic and Corporate

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

ATTEST:

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



**COURT SERVICES**

104 W. Front, Box 2400 Law & Justice Center Bloomington, Illinois 61702-2400

(309) 888-5360 Adult Division

Fax (309) 888-5434

(309) 888-5370 Juvenile Division

Fax (309) 888-5831

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## Memo

To: Honorable Members of the Justice Committee  
From: Roxanne K. Castleman  
Date: 11/20/02  
Re: Mental Health Contract at the Juvenile Detention Center

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I have attached for your review a proposed 2003 mental health contract between Cathy Vogel and the McLean County Juvenile Detention Center.

The contract is identical to last year's contract, with the exception of a 3% increase for services for 2003. The total services provided will not exceed \$23,964.

Ms. Vogel provided excellent services the past year in the form of crisis intervention and clinical consultation, and I believe this will hold true in 2003.

I will be present at the Justice Committee meeting to answer any questions you may have.

RKC:mp

Attachment

## CONTRACT FOR COUNSELING SERVICES

### WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 17th day of December, 2002, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Juvenile Detention youth; and,

WHEREAS, the BOARD has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health services for youth of the McLean County Juvenile Detention Center;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2003, through December 31, 2003, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
  - I. In-House services
    1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
    2. Assess and evaluate these youth as needed and requested.
    3. Provide crisis intervention and/or brief therapy as needed.
    4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
    5. Evaluate the need for psychotropic medication.
    6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
    7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

## II. 24-hour Crisis Calls

### A. Respond to detention requests to see youth who:

1. are having suicidal ideation
2. are actively suicidal
3. have made a suicide attempt
4. are expressing thoughts of harming other youth, or detention personnel
5. have become extremely anxious or potentially explosive
6. have become physically aggressive towards other youth or detention personnel
7. are having homicidal ideation
8. psychotic youth (out of touch with reality and/or bizarre behavior)

### B. When responding to the calls on the youth described above, Cathy Vogel will assess the situation, evaluate mental status, intervene as necessary with brief counseling, and consult with detention personnel as to the disposition for the youth. This disposition may include:

1. crisis counseling only – situation resolved
2. medication and/or medication review needed – refer to nurse
3. refer to in-house detention counselor program for time-limited ongoing assessment and/or counseling
4. consult with detention regarding reclassification of youth (i.e., release from security room, move to unit, or other unit, etc.)

## III. Groups

Cathy Vogel will provide "group sessions" for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$23, 964 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

- a. Crisis call screening and assessment response \$ 75.98 hr.
  - b. Scheduled In-house individual counseling \$ 42.20 hr.
  - c. Scheduled group counseling \$ 64.71 per session.
4. This CONTRACT may be terminated for any of the following reasons:
- a. At the request of Cathy Vogel upon thirty days written notice; or
  - b. At the request of the BOARD upon thirty days written notice; or,
  - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

10. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
11. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
13. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
14. This CONTRACT may not be assigned or Subcontracted by Cathy Vogel to any other person or entity without the written consent of BOARD.
15. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and Cathy Vogel without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
17. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to Cathy Vogel for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

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

\_\_\_\_\_  
ROXANNE CASTLEMAN  
MCLEAN COUNTY JUVENILE DETENTION CENTER

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

MCLEAN COUNTY BOARD

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

ATTEST:

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



McLean County

**JUVENILE DETENTION CENTER**

903 North Main Street, Normal, IL 61761 (309) 888-5550 FAX (309) 888-5568

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MEMO

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

Date: November 21, 2002

Re: Juvenile Accountability Block Grant

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In December of 2001, pursuant to County Board action, Court Services accepted a Juvenile Accountability Block Grant in the amount of \$14,218. This grant required a county match of \$1,580. The total expenditures for items purchased exceeded the grant award and match by \$93.44 due to shipping and handling charges. Therefore, we are requesting an emergency appropriation in the amount of \$93.44 so that this grant may be closed in the Treasurer's office. (Appropriate \$93.44 from ~~0415~~-0022-0025-0622.0004 to 0005-0022-0022-0407-0137) **0145**

RKC:cjw

# PAUL L MANGIERI

KNOX COUNTY STATE'S ATTORNEY  
KNOX COUNTY COURTHOUSE  
GALESBURG, ILLINOIS 61401

Felony Division

JONATHON T. SCHLAKE, FIRST ASSISTANT

Juvenile & Domestic Violence Division

DEAN A. STONE, ASSISTANT

Family Support Enforcement Division

STEVEN R. WATTS, ASSISTANT

Traffic, DUI & Misdemeanor Division

TRACY J. JOHNSON, ASSISTANT

TELEPHONE: (309) 345-3880

TELEFAX: (309) 345-0126

November 12, 2002

RE: Treatment costs for juveniles paid by counties

Dear County Board Chairman,

Last fall your county received the enclosed letter and Resolution. Twenty-six (26) counties from all parts of the State adopted the Resolution.

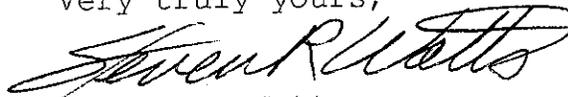
As a result of the passage of the Resolution by those counties, a special session of the House of Representatives Human Services Appropriation Committee was held. I and other individuals testified in favor of correcting the funding. The Illinois Department of Children and Family Services Director was personally called to account for the inadequate funding of treatment services.

It is our hope that hearing will be a spring board to improved funding of juvenile treatment as already mandated under law.

If your county previously signed and returned a Resolution, please send a brief letter reaffirming your commitment. If your county did not sign a resolution, it is important that one be signed and returned to this office by January 31, 2003.

With your help and support, we believe that this year, fairer funding will become a reality. Your county has nothing to lose and everything to gain.

Very truly yours,



Steven R. Watts

Assistant State's Attorney

# KNOX COUNTY STATE'S ATTORNEY'S OFFICE

PAUL L MANGIERI  
STATE'S ATTORNEY

TELEPHONE 309/345-3819 or 3821  
TELEFAX 309/345-0126

STEVEN R. WATTS  
ASSISTANT STATE'S ATTORNEY  
FOR FAMILY SUPPORT MATTERS

KNOX COUNTY COURTHOUSE  
GALESBURG, IL 61401

November 12, 2002

County Board Chairman

Re: Treatment costs for juveniles paid by counties

Dear County Board Chairman,

On a weekly basis prosecutors, defense attorneys, judges, and welfare officials are faced with the decision whether or not to send a juvenile offender to a residential treatment facility. On its face it seems an easy decision, early treatment may result in turning a youngster away from a life of drugs and crime. However, according to statistics compiled by the Administrative Office of Illinois Courts, in 61 out of 102 counties in Illinois, the decision is always **NOT** to order treatment. Even counties with large populations such as Madison(258,941), St.Clair(256,082), Champaign(179,669), Macon(114,706), and Vermilion(83,919), do not place children in residential treatment. It is hard to imagine counties with such large populations not having the need to place some juveniles in treatment facilities. One theory, rooted in local experience, is that those counties, due to prosecutorial or judicial practice and custom, have a policy of non-placement. The probable reason? Costs, which vary between \$100 and \$250 per day, can quickly escalate into the tens of thousands of dollars for treatment of just one offender.

Enclosed are statistics, entitled Expenditures Report for County FY 99 Probation and Court Services, furnished by the Administrative Office of Illinois Courts. The item entitled "Childcare Expenditures" is the line which reflects residential treatment costs. Sixty-one (61) counties have zero costs expended for placement. The other 41 counties have costs as low as:

\$10 (Washington/Perry)  
\$1421 (Menard)  
\$3120 (Livingston)  
\$7896 (Mercer)

In contrast, counties in the Ninth Judicial Circuit had substantial child care (treatment) expenditures during FY 99:

Fulton (\$154,216)  
Hancock (\$40,961)  
Henderson (\$0)  
Knox (\$62,052)  
McDonough (\$75,702)  
Warren (\$111,055)

Nearby counties also had large costs:

Henry (\$301,653)  
Rock Island (\$623,787)  
Peoria (\$1,041,213)  
Tazewell (\$451,770)

Costs for juvenile detention are divided into two (2) categories -- detention in secure facilities and in non-secure facilities. Most juveniles in secure facilities, such as the Mary Davis Home in Knox County, are in a predisposition phase of their case, awaiting a detention hearing, serving a sentence, or have been sentenced to a therapy program while in detention as a condition of probation. Juveniles in non-secure treatment facilities are there as a condition of court ordered probation. The facilities treat a wide variety of problems such as behavior disorders, sex offenders, and individuals with severe drug/alcohol problems. Facilities often used in this region of the State include: Arrowhead Ranch, Rock Island County; Salem Children's Home, Livingston County ; Chaddock, Adams County; The Mill, Winnebago County; Onarga, Iroquois County; Sleezer Youth Home, Stephenson County; and Youth Farm Inc., Peoria County.

Currently counties pay all costs for juveniles in residential treatment in non-secure facilities, except for approximately 25% paid by Medicare. Illinois law gives the Department of Children and Family Services (DCFS) the discretion to use up to 3% of its budget to help defray treatment costs. For FY 2000, the budget for DCFS was \$925,255,600.00. Three percent (3%) of the budget was \$27,757,668.00. The actual amount budgeted for these treatment costs was \$336,000.

The allocation of \$336,000 by DCFS is inadequate to assure treatment to all but a minuscule percentage of the children who need it. Moreover, by placing the burden of treatment costs solely on financially strapped counties, the current system of funding discourages prosecutors, defense attorneys, judges, and court services from placing children for treatment.

An organized effort by Illinois counties may be able to correct this problem. I suggest a two-pronged approach. First, counties should work through their statewide County associations and with their legislators to require DCFS to more equitably fund treatment costs. Second, working through their statewide County associations and with their legislators counties should work to establish a new funding formula with the State and individual counties each paying a percentage of the costs of treatment.

One of the truisms of life is that an "ounce of prevention, is worth a pound of cure." If we fail to intervene and give treatment to children who need it, we know the probable result will be greater costs to society in the future.

I ask the County Board to adopt the enclosed Resolution and support a more equitable funding formula.

Very truly yours,

A handwritten signature in cursive script that reads "Steven R. Watts". The signature is written in dark ink and is positioned above the typed name.

Steven R. Watts  
Knox County Assistant State's  
Attorney

**RESOLUTION REQUESTING STATE  
FUNDING OF RESIDENTIAL TREATMENT FOR  
SELECTED JUVENILE OFFENDERS**

WHEREAS, the state of Illinois has adopted the principle of Restorative Justice as the goal of the Illinois Juvenile Justice system.

WHEREAS, The central tenets of Restorative Justice are:

- a) Competency development of youthful offenders – Offenders who enter the juvenile justice system should be more capable when they leave than when they entered.
- b) Community safety – Juvenile justice has a responsibility to protect the public from juveniles in the system.
- c) Accountability – When an individual commits an offense, the offender incurs an obligation to individual victims and the community.

WHEREAS, the Restorative Justice model requires that in selected circumstances treatment for Juvenile offenders is more appropriate than incarceration.

WHEREAS, a juvenile who has received treatment has a better chance of becoming a contributing member of our community as an adult.

WHEREAS, treatment of a youth offender may prevent him/her from committing further crimes, thereby resulting in significant emotional, mental, physical and economic savings to society.

WHEREAS, the Illinois State Legislature has previously recognized the need to treat rather than incarcerate children and has provided for substantial aid to counties by directing the Department of Children and Family Services to allocate up to three percent (3%) of its budget for residential treatment of minors. (705 ILCS 405/6-10 and 705 ILCS 405/6-11).

WHEREAS, three percent (3%) of Department of Children and Family Services Budget for Fiscal Year(FY) 2001 was \$27,816,621 from a total budget of \$927,220,700.

WHEREAS, the Department of Children and Family Services budgeted only \$344,600 of a possible \$27,816,621 for residential treatment, thus providing less than 1.2% of what could be provided under Illinois law.

WHEREAS, the Department of Children and Family Services has, despite the express intent of the Legislature, budgeted an inadequate amount for residential treatment of juvenile offenders, thereby placing the burden of treatment costs almost entirely on individual counties, which have little or no flexibility in their budgets.

NOW THEREFORE, BE IT RESOLVED BY THE \_\_\_\_\_ COUNTY BOARD:

The \_\_\_\_\_ County Board requests that the Governor and Legislature provide adequate funding to treat juvenile offenders commencing on July 1, 2002 with State of Illinois Fiscal Year(FY) 2003 and thereafter.

Resolved and passed this \_\_\_\_ day of .

\_\_\_\_\_ County Board

\_\_\_\_\_

By: \_\_\_\_\_, Chairman

Attest: \_\_\_\_\_  
\_\_\_\_\_ County Clerk

October 2002

## COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

### ADULT DIVISION

7 Officer Supervision Unit - 3 Officer PSI Unit

Total Caseload – 1058 (1051 last month)

Average caseload per officer 151 (60 AOIC recommendation)

Presentence Reports Completed – 31 (33 last month)

\* Total Workload Hours Needed – 2059.50 (1897.75 last month)

\*\* Total Hours Available - 1650.00

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

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

AOIC workload standards indicate **an additional 2.73 adult officers are needed.** (1.65 last month)

### JUVENILE DIVISION

4 Officer Division

Total Caseload – 113 (122 last month)

Average caseload per officer 28.3 (35 AOIC recommendation)

Social History Reports Completed – 8 (13 last month)

\* Total Workload Hours Needed – 442.00 (528.00 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 -1.06 juvenile officers are needed.** (-.48 last month)

### EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 27

October 2002

## **SPECIAL PROGRAMS**

### **INTENSIVE PROBATION UNIT ADULT**

3 person unit with a maximum caseload of 40

Total Caseload – 33 (37 last month)

### **INTENSIVE PROBATION UNIT JUVENILE**

1 ½ person unit with a maximum caseload of 15

Total Caseload – 10 (14 last month)

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

1 person unit with a maximum caseload of 40

Total Caseload - 84 (87 last month)

### **JUVENILE INTAKE**

2 person unit

Total Informal Conferences - 28 (23 last month)

Total Caseload Informal Probation – 13 (13 last month)

Total Intake Screen Reports – 78 (168 last month)

### **COMMUNITY SERVICE PROGRAM**

1 person unit

Total Caseload Adult - 509 (484 last month)

Total Caseload Juvenile - 31 (35 last month)

Total Hours Completed Adult – 2513.00 (\$13,193.25 Symbolic Restitution)

Total Hours Completed Juvenile – 255.00 (\$1,338.75 Symbolic Restitution)

Total Worksites Used – 31 (31 last month)

### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload - 91 (97 last month)

Total Court Supervision/Conditional Discharge Caseload – 356 (351 last month)

# JUVENILE DETENTION CENTER 2002

Out of County	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ages of Minors Detained												
10	0	0	0	0	0	0	0	0	0	0	0	0
11	0	0	0	0	0	0	0	0	0	0	0	0
12	0	0	1	0	1	0	0	1	1	1	1	1
13	1	0	0	0	0	0	0	1	2	2	0	0
14	4	4	6	3	4	4	0	1	1	2	4	4
15	10	6	6	7	7	7	6	2	6	4	10	10
16	4	12	8	5	9	4	4	4	6	6	13	13
Sex of Minors Detained												
Male	11	13	18	9	15	7	7	12	12	17	17	17
Female	8	9	3	6	6	3	1	4	3	11	11	11
Race of Minors Detained												
Caucasian	19	21	21	13	20	9	7	15	14	25	25	25
African-American	0	0	0	1	0	1	1	1	1	1	1	1
Hispanic	0	1	0	1	1	0	0	0	0	0	2	2
Offenses of Which Minor was Detained												
Dispositional Detention	12	18	19	11	14	14	5	2	9	6	15	15
Warrant	2	2	0	1	4	4	2	5	2	4	3	3
Aggravated Assault	0	0	0	0	0	0	0	0	0	0	1	1
Aggravated Battery	1	0	0	0	0	0	0	0	0	0	1	1
Battery	0	0	0	0	0	0	0	0	0	1	0	0
Burglary	1	0	0	1	0	0	0	0	0	1	0	0
Court Ordered	0	0	0	1	0	0	0	0	0	0	1	1
Criminal Damage to Property	0	0	0	0	1	0	0	0	0	0	0	0
Criminal Sexual Assault	0	0	0	0	0	0	0	0	1	0	0	0
Criminal Trespass to Residence	0	0	0	0	0	0	0	0	1	0	0	0
Criminal Trespass/State Supp. Property	0	0	0	0	0	0	0	0	0	0	1	1
DOC Commitment	2	0	1	0	1	0	0	0	1	2	2	2
DOC Warrant	0	0	0	0	0	0	1	0	0	0	1	1
Domestic Battery	0	0	1	1	1	0	0	0	1	0	1	1
Home Invasion	0	0	0	0	0	0	0	0	0	0	1	1
Motor Vehicle Theft	1	0	0	0	0	0	0	0	1	0	0	0

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Obstructing Justice	0	1	0	0	0	0	0	0	0	0	0	0
Possession of Cannabis	0	0	0	0	0	0	1	0	0	0	0	0
Probation Violation	0	1	0	0	0	1	1	1	0	0	1	0
Retail Theft	0	0	0	0	1	0	0	0	0	0	0	0
Theft Over \$300	0	0	0	0	0	0	0	0	0	1	0	0
<b>Residence of Minors Detained</b>												
Adams	1	1	0	0	0	0	0	0	0	0	0	0
Bureau	0	0	0	0	0	0	0	0	0	0	1	0
DeWitt	2	1	2	1	1	1	1	0	1	2	0	0
DOC	0	0	0	0	0	0	2	0	0	0	1	0
Ford	1	0	0	0	0	0	0	0	0	0	0	0
Fulton	1	0	0	0	0	0	0	0	0	0	0	0
Jasper	0	0	0	0	0	0	0	0	1	0	1	0
Livingston	1	2	3	1	2	3	3	2	5	4	3	0
Logan	7	14	13	11	11	11	1	0	2	7	13	0
Macon	0	0	0	0	0	0	0	1	0	0	0	0
Mason	0	0	0	0	2	0	0	0	2	1	4	0
Menard	2	0	1	1	1	1	0	0	1	0	1	0
Moultrie	0	0	0	0	0	0	0	1	0	1	0	0
Ogle	1	0	0	0	0	0	0	0	0	0	0	0
Peoria	0	0	0	0	1	0	0	0	0	0	0	0
Rock Island	1	0	0	0	2	2	2	1	0	0	3	0
Tazewell	2	1	1	0	1	1	1	0	0	0	0	0
Winnebago	0	0	0	0	0	0	0	0	0	0	1	0
Woodford	0	0	3	1	0	1	0	3	4	0	0	0
<b>Average Daily Population</b>	4.1	6.8	5.9	4.5	4.7	5.6	5.6	3.6	5.1	9.4	6.7	
<b>Adjusted Average Daily Population</b>	3.6	6.5	5.7	4.5	4.8	5.6	3.8	4.6	4.6	9.5	6.5	
<b>Average Daily Population:YTD</b>	4.1	5.5	5.6	5.3	5.2	5.3	5.3	5	5	5.5	5.6	
<b>Adjusted Daily Population:YTD</b>	3.6	5.1	5.3	5.1	5	5.1	4.9	4.9	4.9	5.4	5.5	
<b>Number of Days in Detention</b>	127	190	183	136	146	168	112	159	281	209		
<b>Revenue:</b>	10270	17450	16945	13300	12530	15550	10130	16045	26750	19220		

# JUVENILE DETENTION CENTER 2002

Mcl-ean County	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
<b>Ages of Minors Detained</b>												
10	0	0	1	0	0	0	0	0	0	2		
11	0	0	0	0	0	0	0	0	1	0		
12	1	0	3	0	1	0	1	1	0	3		
13	0	2	2	2	2	2	0	1	0	2		
14	1	2	4	3	2	3	4	1	4	7		
15	6	5	9	5	4	5	2	5	4	5		
16	3	11	16	11	7	8	12	20	13	7		
<b>Sex of Minors Detained</b>												
Male	9	15	25	14	12	12	7	20	15	19		
Female	2	5	10	7	4	6	12	8	7	7		
<b>Race of Minors Detained</b>												
Caucasian	8	11	19	16	8	8	11	15	15	12		
African-American	3	9	16	5	8	9	8	13	6	13		
Hispanic	0	0	0	0	0	0	0	0	1	1		
Asian Pacific	0	0	0	0	0	1	0	0	0	0		
<b>Offenses of Which Minor was Detained</b>												
Dispositional Detention	6	7	14	4	6	9	6	1	2	2		
Warrant	1	2	5	4	2	3	2	6	2	7		
Aggravated Assault	0	0	0	0	0	0	0	1	0	0		
Aggravated Assault With a Knife	0	1	0	0	0	0	0	0	0	0		
Aggravated Battery	0	1	1	2	0	0	1	0	4	2		
Aggravated Battery W/Use of Firearm	0	0	0	0	0	0	0	1	0	0		
Aggravated Criminal Sexual Assault	0	0	1	0	0	0	0	0	0	0		
Armed Robbery	0	0	1	0	1	0	0	1	0	0		
Armed Violence	0	0	1	0	0	0	0	1	0	0		
Attempted Arson	0	0	1	0	0	0	0	0	0	1		
Attempted Murder	0	1	0	0	0	0	0	0	0	0		
Battery	0	0	0	0	0	0	0	0	1	0		
Burglary	0	0	1	0	0	0	0	3	2	1		
Burglary to Motor Vehicle	0	2	0	0	0	0	0	0	0	0		
Court Ordered	0	0	0	0	0	0	0	0	0	1		

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Criminal Damage to Property	0	0	0	0	0	0	1	1	0	0	0	0
Criminal Sexual Abuse	0	0	0	0	0	0	0	0	1	1	1	1
Criminal Sexual Assault	0	0	1	0	0	0	0	0	0	0	0	0
Delivery of Cannabis	0	0	0	0	1	0	0	0	0	0	1	1
Domestic Battery	0	0	0	3	0	2	0	0	2	2	2	2
DOC Commitment	0	2	1	1	0	0	1	0	1	0	0	0
DOC Hold	0	0	0	0	1	0	0	0	0	0	0	0
DOC Warrant	0	0	0	0	0	0	2	0	0	0	0	0
Home Confinement Investigation	0	0	0	0	0	0	0	0	1	0	0	0
Possession of Cannabis/School Property	0	0	1	0	0	0	0	0	0	0	0	0
Poss of Cannabis & Paraphernalia/School	0	0	0	1	0	0	0	0	0	0	0	0
Possession of Cannabis Under 2.5 grams	0	0	0	0	0	0	0	0	1	0	0	0
Possession of Controlled Substance	0	0	0	1	0	0	0	0	1	0	0	0
Possession of Con Sub w/Intent to Deliver	0	0	0	1	0	1	0	0	0	0	0	0
Possession of Stolen Property Under \$300	0	0	0	0	0	0	0	1	0	0	0	0
Probation Violation	0	0	0	0	0	0	0	0	0	0	0	0
Request for Apprehension	3	2	4	4	2	3	6	8	4	6	4	6
Residential Burglary	0	1	1	0	2	0	0	3	0	1	1	1
Retail Theft	0	0	2	0	0	0	0	0	0	0	0	1
Theft Of Motor Vehicle	0	0	0	0	0	0	0	0	1	0	0	0
Unlawful Use of Weapons	1	1	0	0	1	0	0	0	0	0	0	0
<b>Residence of Minors Detained</b>												
Bloomington	10	14	24	15	15	9	12	15	16	19		
Normal	1	2	9	4	1	6	6	6	5	4		
Colfax	0	0	0	0	0	0	0	1	0	0		
Chicago	0	2	0	0	0	0	0	1	0	0		
Clinton	0	0	0	0	0	0	0	0	0	1		
Danvers	0	0	0	0	0	0	0	2	0	0		
Downs	0	1	0	0	0	0	0	2	1	1		
EIPaso	0	0	0	0	0	1	0	0	0	0		
LeRoy	0	1	0	0	0	0	0	0	0	0		
Lexington	0	0	0	1	0	1	0	0	0	1		
Peoria	0	0	0	0	0	1	0	1	0	0		
Pontiac	0	0	0	1	0	0	1	0	0	0		

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Springfield	0	0	1	0	0	0	0	0	0	0	0	0
Standford	0	0	1	0	0	0	0	0	0	0	0	0
Average Daily Population	7.8	10.6	14.6	14	10.3	12	9.5	12.7	12.8	12.5		
Average Daily Population:YTD	7.8	9.2	11	11.8	11.5	11.6	11.3	11.4	11.6	11.7		
Number of Days in Detention	241	296	452	420	320	361	293	396	383	386		
Revenue:	1013.4	180	915	7.5	207.5	107.5	7.5	100	7.5	107.5		

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2003 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,041.67 per month.

The Special Public Defender agrees to:

1. The Special Public Defender herein agrees to handle Juvenile cases in court one day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to 150 total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in court and out of court on all cases worked on under this contract to the Public Defender's Office. Once the 150 hours have been worked the Special Public Defender shall receive the \$1,041.67 for each month of the calendar year.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2003 and terminate on December 31, 2003.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

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

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

Mr. Alan J. Novick  
Commerce Bank Building  
120 N. Center  
Bloomington, Illinois 61701

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

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

APPROVED:

\_\_\_\_\_  
Alan J. Novick  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2003 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Anthony Tomkiewicz, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Anthony Tomkiewicz is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. Anthony Tomkiewicz shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of six (6) and maximum of seven (7) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2003, and terminate on December 31, 2003.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

Mr. Anthony Tomkiewicz  
306 E. Poplar Street  
Normal, Illinois 61761

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

IN WITNESS THEREOF, the parties have affixed their respective signature on the

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
Anthony Tomkiewicz  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

## CONTRACT

This Contract, entered into this 1<sup>st</sup> day of January, 2003, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

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

The Special Public Defender agrees to:

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

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1<sup>st</sup>, 2003, and terminate on December 31<sup>st</sup>, 2003.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. All expenses incurred by the Special Public Defender shall be paid through the Public Defender's annual budget. Said expenses shall be subject to the approval of the Public Defender.
6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
10. This contract may not be assigned by either party without the prior written consent of the other party.
11. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

David Butler  
205 N. Main, Suite 103  
Bloomington, IL 61701

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

IN WITNESS THEREOF, the parties have affixed their respective signature on the date \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_  
David Butler  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

## CONTRACT

This Contract, entered into this 1st day of January, 2003 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Lee Ann S. Hill, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. Lee Ann S. Hill is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. Lee Ann S. Hill shall assist and perform her duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of seven (6) and maximum of seven (7) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2003, and terminate on December 31, 2003.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

Ms. Lee Ann S. Hill  
306 East Grove Street  
Bloomington, Illinois 61701

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

IN WITNESS THEREOF, the parties have affixed their respective signature on the

\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED:

\_\_\_\_\_

Lee Ann S. Hill  
Attorney at Law

\_\_\_\_\_

Amy Johnson Davis  
McLean County Public Defender

\_\_\_\_\_

Michael F. Sweeney, Chairman  
McLean County Board

ATTEST:

\_\_\_\_\_

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

## CONTRACT

This Contract, entered into this 1st day of January, 2003, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and John L. Wright, Jr., Attorney-at-Law, hereinafter known as, "the Special Public Defender":

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

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

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

NOW, THEREFORE:

1. John L. Wright, Jr. is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional services contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. John L. Wright, Jr. shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender, said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a minimum of six (6) and maximum of seven (7) new felony defendants per month, except that no murder cases shall be assigned.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.
3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.
4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2003, and terminate on December 31, 2003.
2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.
4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
6. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.
7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
9. This contract may not be assigned by either party without the prior written consent of the other party.
10. This contract may be terminated for any of the following reasons:
  - (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
  - (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

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

For the Public Defender:

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

For the McLean County Board:

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

For the Attorney:

John L. Wright, Jr.  
2406 East Washington, Suite B  
Bloomington, Illinois 61701

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

IN WITNESS THEREOF, the parties have affixed their respective signature on the date \_\_\_\_ day of \_\_\_\_\_, 200\_.

APPROVED:

\_\_\_\_\_  
John L. Wright, Jr.  
Attorney at Law

\_\_\_\_\_  
Amy Johnson Davis  
McLean County Public Defender

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

ATTEST:

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

December 2, 2002

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

**Re: Monthly Caseload - MONTH ENDING October 31, 2002**

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 been earlier reported.

CASE TYPES	MONTHLY TOTALS 2001	MONTHLY TOTALS 2002	YTD TOTALS 2001	YTD TOTALS 2002	% CHANGE YTD
FELONIES	116	131	1,043	947	<9%>
MISDEMEANORS	134	111	1,117	1,015	<9%>
DUI	25	31	231	256	10%
TRAFFIC	91	70	763	732	<4%>
JUVENILE	15	40	184	288	36%
OTHER	0	2	2	3	
TOTAL	381	385	3,340	3,241	<3%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING OCTOBER 2002.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	YTD TOTALS	NEW MONTHLY TOTALS	NEW PTR/REVIEW TOTALS
F	JOHN WRIGHT-C	75	10	0
J	ARTHUR FELDMAN	126	18	1
F	LEE ANN HILL-C	74	11	0
F	JAMES TUSEK	125	16	5
M	BRIAN MCELDFOWNEY	420	45	1
F	BRIAN MCELDFOWNEY	121	12	10
F	TRACY SMITH	127	18	6
J	JON MCPHEE	73	13	0
DUI	ROBERT KEIR	256	31	3
F	ROBERT KEIR	10	3	0
TR	ANTHONY ORTEGA	712	70	1
F	ANTHONY ORTEGA	10	3	0
F	RON LEWIS	127	21	4
M	CARLA BARNES	593	66	0
F	CARLA BARNES	9	4	2
F	TONY TOMKIEWICZ-C	73	10	0
F	KIM CAMPBELL	122	13	9
J	KELLY CAVANAUGH	68	7	0
J	ALAN NOVICK-C	16	2	0
PRIV	PRIVATE COUNSEL	462	60	N/A
W/D	WITHDRAWN	36	6	N/A

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

C= Contract Attorney (7-8 Cases per Month)  
 DUI= DUI  
 TR= Traffic  
 M= Misdemeanor

**DATE:** December 2, 2002  
**TO:** Justice Committee  
**FROM:** Amy Johnson Davis  
**RE:** Monthly Report

OCTOBER 2002 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	46	74	95
PLEA / LESSER	25	1	3
BENCH TRIAL / WIN	0	1	1
BENCH TRIAL / LOSS	0	3	1
JURY TRIAL / WIN	1	0	0
JURY TRIAL / LOSS	3	1	0
DISMISSED / UPFRONT	5	3	0
DISMISSED / TRIAL	12	45	3
KNOCKDOWN	11	N/A	N/A
DISMISSED PER PLEA	4	3	0
PRIVATE COUNSEL	47	18	0
PLEA / BLIND	10	0	3
REFILED AS FELONY	N/A	0	1
WITHDRAWN	3	3	0
DIRECTED VERDICT	0	0	0
P.D. DENIED	5	5	0

# McLean County State's Attorney's Office 2002 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec.      2002 YTD      2001 YTD      2001 Total      2002 Projected

### CRIMINAL

	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2002 YTD	2001 YTD	2001 Total	2002 Projected
Felony	128	99	118	133	123	146	145	106	192	113	135		1,438	1,290	1,432	1,562
Misdemeanor	231	168	136	261	157	157	254	170	227	204	210		2,175	2,149	2,337	2,363
Asset Forfeiture	19	5	8	7	8	5	13	4	5	11	92		92	56	64	100
<b>Family Totals</b>	<b>30</b>	<b>20</b>	<b>47</b>	<b>51</b>	<b>25</b>	<b>32</b>	<b>40</b>	<b>31</b>	<b>50</b>	<b>30</b>	<b>37</b>		<b>393</b>	<b>446</b>	<b>483</b>	<b>427</b>
Family	10	10	28	31	15	16	29	10	35	17	24		225	281	303	244
Order of Protection	20	10	19	20	10	16	11	21	15	13	13		168	165	180	183
<b>Juvenile Totals</b>	<b>18</b>	<b>20</b>	<b>19</b>	<b>28</b>	<b>14</b>	<b>36</b>	<b>24</b>	<b>24</b>	<b>33</b>	<b>28</b>	<b>13</b>		<b>257</b>	<b>231</b>	<b>251</b>	<b>279</b>
Juvenile	1	2	0	6	3	0	2	0	3	4	0		21	14	15	23
Juvenile Abuse	4	4	5	1	6	14	15	7	14	7	4		81	65	70	88
Juvenile Delinquency	13	14	14	21	5	22	7	17	16	17	9		155	152	166	168
<b>Traffic Totals</b>	<b>2,968</b>	<b>2,480</b>	<b>2,166</b>	<b>2,872</b>	<b>2,210</b>	<b>2,714</b>	<b>2,805</b>	<b>1,958</b>	<b>3,015</b>	<b>1,899</b>	<b>2,184</b>		<b>27,202</b>	<b>29,077</b>	<b>32,071</b>	<b>29,550</b>
Traffic	2,899	2,411	2,095	2,790	2,146	2,647	2,733	1,899	2,924	1,829	2,105		26,409	28,397	31,309	28,688
DUI Traffic	69	69	71	82	64	67	72	60	90	70	79		793	680	762	861

### CHILD SUPPORT

Paternity cases filed	3	0	12	9	2	7	5	2	12	0	6		58	79	83	63
Paternity cases established	4	3	4	4	5	4	6	4	1	10	4		49	58	62	53
Paternities excluded	0	1	0	2	2	1	0	2	0	1	0		9	6	6	10
Support Orders entered	27	25	27	33	26	40	28	32	22	47	27		334	347	375	363
Modification proceedings filed	15	11	17	23	14	9	11	6	12	35	42		261	116	134	284
Modification proceedings adjudicated	12	5	7	24	12	21	17	14	12	31	15		170	84	98	185
Enforcement actions filed	21	20	37	37	43	27	20	9	37	43	43		337	247	283	366
Enforcement actions adjudicated	34	64	41	36	55	61	54	72	77	72	55		621	332	371	675
Hearings set before Hearing Officer	26	46	48	62	58	54	57	49	58	64	27		549	481	528	596
Orders prepared by Hearing Officer	17	11	28	36	37	38	42	49	49	52	26		385	268	300	418

2002 Projected = (2002 YTD/Day of Year) x 365 Days

N/A = Numbers not available

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

December 02, 2002

STATE'S ATTORNEY:

Beginning Balance 01/01/2002	\$ 40,603.56
Revenue	<u>16,393.24</u>
Total Funds Available	\$ 56,996.80
Expenditures	<u>1,522.95</u>
Fund Balance 12/02/02	\$ 55,473.85

SHERIFF:

Beginning Balance 01/01/2002	\$ 49,469.29
Revenue	<u>18,209.78</u>
Total Funds Available	\$ 67,679.07
Expenditures	<u>10,933.38</u>
Fund Balance 12/02/02	\$ 56,745.69

TOTAL FUND BALANCE- December 2, 2002 \$112,219.54



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
"Peace Through Integrity"  
Administration Office  
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P.O. Box 2400 Bloomington, Illinois 61702-2400

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Process Division (309) 888-5040  
Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

November 22, 2002

TO: Justice Committee Members  
FROM: Sheriff David Owens  
SUBJ: DECEMBER 2<sup>ND</sup>, 2002 JUSTICE COMMITTEE MEETING

I would like to respectfully request that the following six (6) items be placed on the December 2<sup>nd</sup> Justice Committee Agenda for Action and one (1) item for Information Only:

**Action**

- 1) **2003 Intergovernmental Agreements between the County of McLean and the City of Bloomington, the Town of Normal and Illinois State University for Booking Services:** These agreements are for booking services provided to the City of Bloomington, the Town of Normal and Illinois State University. The services include the completing of all booking forms, fingerprinting, taking mug shots, bonding, releasing and transferring persons into custody. The 2003 agreement is basically the same as previous agreements with the exception of a 2.5% increase for each department.
- 2) **Typewriter Maintenance Agreements:** On November 22<sup>nd</sup>, 2002, the following office equipment dealers were contacted regarding the cost of maintenance agreements on five (5) IBM typewriters located in the McLean County Sheriff's Office.

**Office Max**, of Bloomington, IL, will not supply maintenance agreements on typewriters that were not purchased from them.

**WM Putnam Company**, of Bloomington, will not supply maintenance agreements on typewriters that were not purchased from them.

**Paxton's Inc.**, of Bloomington, IL, will supply maintenance agreements at a cost of \$150.00 per typewriter, per year. The total for all five (5) typewriters for the year 2003 will be \$750.00.

- 3) **Jail Kitchen Chemical Bids:** Requests were sent out for quotations to four (4) chemical companies for the jail chemicals for 2003. These were sent to Newman-Ullman, Ecolab, Bunn Capitol and Diversy. I received responses from Ecolab only. The attached table shows the individual prices for each item and quantity of such. It also shows an estimated annual usage and amount based on these figures. The prices remain the same as the 2002 prices.

Ecolab has provided both excellent products and service and is our current provider. They have maintained pricing with no increase for 2003.

- 4) **Jail Chaplain Contract:** Chaplain Bennett has been the Inmate Chaplain for the past 6 ½ years and has done an excellent job in that position. The contract is for one year and will expire on December 31, 2003. The contract is the same as last year with the exception of a 3.5% increase in salary.
- 5) **Regional Office of Education Letter of Understanding:** This Letter of Understanding is for the services of the Regional Office of Education to provide a G.E.D. instructional program for the inmates in the McLean County Detention Facility. The cost of the program for 2003 will be the same as 2002. There will be no increase over last year's expense.
- 6) **Identix Live-Scan Maintenance Agreement:** The McLean County Detention Facility has been using the Identix Live-scan Fingerprinting system since 1997 to take fingerprints from arrested subjects that are booked into the jail.

The Maintenance Agreement provides 24 hour/7 day a week telephone support and it provides coverage during the week (8:00 to 5:00) during normal business hours.

The current Maintenance Agreement will expire January 31, 2003. The new contract will be in effect from February 1, 2003 through December 31, 2003.

Information

- 1) **McLean County Detention Facility Report:** (Please see attached).

By way of this letter, we are asking Eric Ruud or Brian Hug to review these contracts.

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

Sincerely,

A handwritten signature in cursive script that reads "David Owens". The signature is written in black ink and is positioned to the left of the typed name.

David Owens  
Sheriff

DO:jc



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
"Peace Through Integrity"  
Administration Office  
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Records Division (309) 888-5055  
Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

October 31, 2002

Chief Roger Aikin  
Bloomington Police Dept.  
305 S. East St.  
Bloomington, IL 61701

Dear Roger:

Enclosed, please find the 2003 Intergovernmental Agreement for Centralized Booking between the City of Bloomington and the County of McLean.

The 2003 Agreement reflects an increase of 2.5% over 2002. The total annual fee is \$17,940.00. This can be broken down into twelve equal monthly payments of \$1,495.00, due at the first of each month.

If this Agreement is acceptable, please obtain the authorizing signatures and return it to me as soon as possible. It is my intention to submit this at the December Justice Committee meeting for approval.

Thank you for your assistance. If you have any questions, please call me at 888-5034.

Respectfully,

David Owens  
Sheriff

DO:jc

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

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

**WHEREAS, the County of McLean has booking facilities: and**

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

**NOW THEREFORE, the parties hereto agree as follows:**

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

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

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

**4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not**

limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Seventeen Thousand Nine Hundred Forty Dollars (\$17,940.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,495.00 at the first of each month.

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

8. This agreement shall be in effect from the date the last party signs until December 31, 2003. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

\_\_\_\_\_  
Judy Markowitz, Mayor  
City of Bloomington

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

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

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

ATTEST:

ATTEST:

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

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

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

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

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

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

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

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



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
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Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

October 31, 2002

Chief Walt Clark  
Normal Police Dept.  
100 E. Phoenix  
Normal, IL 61761

Dear Walt:

Enclosed, please find the 2003 Intergovernmental Agreement for Centralized Booking between the Town of Normal and the County of McLean.

The 2003 Agreement reflects an increase of 2.5% over 2002. The total annual fee is \$17,940.00. This can be broken down into twelve equal monthly payments of \$1,495.00, due at the first of each month.

If this Agreement is acceptable, please obtain the authorizing signatures and return it to me as soon as possible. It is my intention to submit this at the December Justice Committee meeting for approval.

Thank you for your assistance. If you have any questions, please call me at 888-5034.

Respectfully,

David Owens  
Sheriff

DO:jc

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

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

**WHEREAS, the County of McLean has booking facilities: and**

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

**NOW THEREFORE, the parties hereto agree as follows:**

- 1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.**
- 2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.**
- 3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**
- 4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**

**(2)**

5. The Town will pay the County at an annual rate of Seventeen Thousand Nine Hundred Forty Dollars (\$17,940.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,495.00 at the first of each month.

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

8. This agreement shall be in effect from the date the last party signs until December 31, 2003. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

\_\_\_\_\_  
Kent Karraker, Mayor  
Town of Normal

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

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

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

ATTEST:

ATTEST:

\_\_\_\_\_  
Wendelbyn Briggs, Town Clerk of the  
Town of Normal

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

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

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

\_\_\_\_\_  
Walt Clark, Chief of Police  
Town of Normal

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

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

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



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
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Domestic Crimes Division (309) 888-5860  
FAX (309) 888-5072

October 31, 2002

Chief Ronald Swan  
ISU Police Dept.  
Campus Box 9240  
Normal, IL 61761

Dear Ron:

Enclosed, please find the 2003 Intergovernmental Agreement for Centralized Booking between Illinois State University and the County of McLean.

The 2003 Agreement reflects an increase of 2.5% over 2002. The total annual fee is \$892.00.

If this Agreement is acceptable, please obtain the authorizing signatures and return it to me as soon as possible. It is my intention to submit this at the December Justice Committee meeting for approval.

Thank you for your assistance. If you have any questions, please call me at 888-5034.

Respectfully,

David Owens  
Sheriff

DO:jc

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

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

WHEREAS, the County of McLean has booking facilities; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.
2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individual taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. Illinois State University shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive its protection under the Local Governmental and Governmental Employees Tort Immunity Act.
4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive its sovereign immunities.

5. Illinois State University will pay the County a flat annual fee of Eight Hundred Ninety Two Dollars (\$892.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

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

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

8. This agreement shall be in effect from the date the last party signs until December 31, 2003. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

**APPROVED:**

**ILLINOIS STATE UNIVERSITY**

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

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

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

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

**APPROVED:**

**COUNTY OF McLEAN**

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

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

**ATTEST:**

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

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

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Renee Smith Byas, General Counsel  
Illinois State University

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Eric T. Ruud, Chief, Civil Division  
McLean County State's Attorney's

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

y:\lsu\_booking.agreement

# Service Agreement

## PAXTON'S INC. Maintenance Contract

### Customer Name & Mailing Address:

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

Contact Name Jan Clark

Contact Phone 888-5034 Fax 888-5072

Service Commencement Date 11/1/03

Payable:  Monthly  Quarterly  Annual

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

### Acceptance

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

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

**Term**

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

**Service Availability**

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

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

Monday through Friday 8 am  
5 pm

**Excluding holidays indicated**

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

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

**Service and Maintenance Options**

(indicate selection(s) on Exhibit A)

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

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

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

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

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

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

#### **Charges**

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

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

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

#### ***Exclusions***

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

#### ***Termination***

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

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

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

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

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

#### ***Hazardous Products***

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

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

***Limitation of Liability***

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

***Indemnification***

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

***General***

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

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

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

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

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

**Acceptance**

Company Name Paxtons Inc.

Address 207 E. Washington St.

By Jim Killoran

Title Service manager Date Automatic Renewal

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

Address 104 W. Front St.  
By *D. Sweeney*  
Title Sheriff Date \_\_\_\_\_

ADOPTED by the McLean County Board this 17<sup>th</sup> day of December, 2002.

APPROVED:

ATTEST:

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

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

# Equipment List

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

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

Model	Serial	Description	Option	PM	Price
WW 35	11-WB144	Typewriter	Jay		\$150.00
WW 2500	11-24360	Typewriter	Cee Cee		150.00
WW 2500	11-24374	Typewriter	Kelly		150.00
WW 2500	11-29540	Typewriter	Jennifer		150.00
WW 2500	11-25026	Typewriter	Records		150.00
Total:					\$750.00

**Accepted**  
 Company Signature Jim Killoran  
 Printed Name Jim Killoran  
 Title Service Manager Date: \_\_\_\_\_  
 Company Signature David Owens  
 Printed Name David Owens  
 Title Sheriff Date: \_\_\_\_\_

	Newman Ullman	Ecolab	Annual usage	Cost/ item	Bunn Capitol	Diversity
Liquid Laundry Detergent	N/A	\$57.00/ 5 gallon	54 pails	\$3,078.00	N/A	N/A
Liquid Laundry Destainer	N/A	\$34.50 / 5 gallon	42 pails	\$1,449.00	N/A	N/A
Dish Machine Detergent	N/A	\$50.50 / 5 gallon	18 pails	\$909.00	N/A	N/A
Dish Machine Rinse	N/A	\$75.00 / 4.5 gallon	13.33 pails	\$975.00	N/A	N/A
Dish Machine Sanitizer	N/A	\$30.50 / 5 gallon	9.6 pails	\$305.00	N/A	N/A
Delimer	N/A	\$33.50 4/ 1 gallon	6 gallon	\$50.25	N/A	N/A
Third Sink Sanitizer	N/A	\$48.50 4/ 1 gallon	12 gallon	\$145.50	N/A	N/A
Pot and Pan Soap	N/A	\$115.00 4capsules	12 capsules	\$345.00	N/A	N/A
Total cost	No Response			\$7,256.75	No Response	No Response
Auto Dispenser for washer		yes				
Parts and labor on dish machine		100%				
Estimated yearly cost		\$7,256.75				

### Chemical Quote Form for 2003

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION, METERAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	Ecolab Inc. #15420 Tri Star Glo 5 gal/pail \$57.00	Yes		4.5 pails	yes
LIQUID LAUNDRY DESTAINER/ BLEACH	Ecolab Inc. #15982 Destainer 5 gal/pail \$34.50	Yes		3.5 pails	Yes
LIQUID LOW-TEMP DISH MACHINE DETERGENT	Ecolab Inc. #15414 H.D. Eco Klene 5 gal/pail \$50.50	Yes	yes	1.5 pails	Yes
LIQUID LOW-TEMP DISH MACHINE RINSE	Ecolab Inc. #15172 Ultra Dry 4.5 gal/pail \$75.00	Yes	Yes	4.5 gal	Yes
LIQUID LOW-TEMP DISH MACHINE SANITIZER	Ecolab Inc. #13961 Ultra San 5 gal/pail \$30.50	Yes	Yes	5 gal	Yes
LIQUID DELIMER	Ecolab Inc. #12021 Lime-A-Way \$33.50	Yes	Yes	.5 gal	Yes
Third Sink Sanitizer	Ecolab Inc. #11023 Ster. Pac Blu \$48.50	Yes		1 gal	Yes
Pot and Pan Soap	Ecolab Inc. #17301 Solitaire 4/5# caps \$115.00	Yes		1 capsule	Yes

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

Name of Company Submitting Quote Ecolab Inc.

Name of Authorized Agent Thomas E. Ohs

Date of Quote 11/5/02

Company Telephone Number 800-352-5326x4310

Total Quote for Chemicals \$ 7,214.00

Additional Comments

Signature of Authorized Agent

*Thomas E. Ohs*



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

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

October 22, 2002

Ecolab Inc.  
Contract Sales  
370 Wabasha St.  
St. Paul, MN 55102

The Request for Quotations on Chemical Agents for 2003 is enclosed. Please respond.

If you have any questions, contact me at (309) 888-5068.

Sincerely,

Tom Phares  
McLean County Jail Superintendent



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
"Peace Through Integrity"  
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**Instructions to Vendors Wishing to Quote Prices for  
Chemical Agents to be used in McLean County Jail Laundry  
and Dish Machine 2003**

**Page 1**

**Purchaser**

Purchaser is the McLean County Sheriff's Department, 104 West Front Street, Room 105 Law and Justice Center, Bloomington, IL 61702-2400.

**Bid Procedures**

Quotes shall be prepared on bid forms supplied by the McLean County Sheriff's Department. ***Quotes are due by November 15, 2002. Mail to:***

*Tom Phares, McLean County Jail Superintendent  
McLean County Sheriff's Department  
104 West Front Street Room 105  
Bloomington, IL 61702-2400*

***All vendors will be required to conduct an on-site inspection before submitting quotes. Contact: Tom Phares at (309) 888-5068 to set an appointment. Hours are Monday-Friday 8:30am to 4:30pm. The Sheriff will evaluate the quotes and the successful vendor will be notified.***

**Specifications for Quotes**

Vendors having questions on specifications or any portion of the procedure should contact Tom Phares at (309) 888-5068. Hours are Monday-Friday 8:30am to 4:30pm.

See attached Chemical Agent Specifications and form for quotes.



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
"Peace Through Integrity"  
Administration Office  
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FAX (309) 888-5072

**Chemical Bid 2003**  
**Page 2**

**CHEMICAL AGENT SPECIFICATIONS**

**McLean County is requesting quotes for the following chemical agents.**

- A. **Liquid Laundry Detergent:** Must be of premium quality with a built in alkaline booster. Product must have the capability of removing heavy grease and food type soils.
- B. **Liquid Laundry Destainer/Bleach:** Product must be of premium quality with the ability to remove stains in an institutional laundry operation.
- C. **Liquid Low Temperature Dish Machine Detergent:** Low energy detergent formulated with alkalinity levels designed for optimum performance of service wears.
- D. **Liquid Low Temperature Dish Machine Rinse:** Agent to have excellent sheeting action to eliminate alkaline and water film deposit. In addition, it must control foam.
- E. **Liquid Low Temperature Dish Machine Sanitizer:** Agent must be effective in sanitizing all food and beverage utensils in low-temperature chemical machines.
- F. **Liquid Delimer:** Chemical agent must reduce alkaline deposits on all service wear.
- G. **Third Sink Sanitizer:** Must meet/exceed the current needs for proper sanitation of kitchen utensils/items requiring this process.
- H. **Pot and Pan Soap:** Must be able to meet/exceed the current needs for the cleaning of the pots and pans.



**McLEAN COUNTY SHERIFF'S DEPARTMENT**  
**DAVID OWENS, SHERIFF**  
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FAX (309) 888-5072

**Chemical Bid**  
**Page 3**

- I. All chemical agents should be stored in five (5) gallon containers. Containers must have the capability of connecting to the washing and dish machine, automatically dispensing chemical agent. In addition, supplier must be able to provide 100% parts and labor for the upkeep of low-temperature energy mizer brand dish machine and chemical dispensers for washing machines.
- J. All quotes will include a full product specification sheet. A Material Data Safety Sheet shall also accompany all quotes.
- K. The vendor must be able to deliver chemical agents to the McLean County Detention Facility within fifteen (15) days of quote award notification.
- L. The vendor must maintain an inventory of chemical agent and be able to ship the product to the McLean County Detention Facility upon notice.
- M. Vendor will be required to supply enough chemical agent to effectively clean an average of 160 loads per week, utilizing three, 50-pound Milnor washing machines. Vendor will also be required to supply enough chemical agent to effectively clean an average of (210) 10x14 ½ trays, 6oz cups, bowls, and service wear, three times daily.
- N. The vendor will be required to guarantee the unit price of the product for the duration of the contract period (contract period expires December 31, 2003.)

## Chemical Quote Form for 2003

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION, METERAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	Ecolab Inc. #15420 Tri Star Glo 5 gal/pail \$57.00	Yes		4.5 pails	yes
LIQUID LAUNDRY DESTAINER/ BLEACH	Ecolab Inc. #15982 Destainer 5 gal/pail \$34.50	Yes		3.5 pails	Yes
LIQUID LOW-TEMP DISH MACHINE DETERGENT	Ecolab Inc. #15414 H.D. Eco Klene 5 gal/pail \$50.50	Yes	yes	1.5 pails	Yes
LIQUID LOW-TEMP DISH MACHINE RINSE	Ecolab Inc. #15172 Ultra Dry 4.5 gal/pail \$75.00	Yes	Yes	4.5 gal	Yes
LIQUID LOW-TEMP DISH MACHINE SANITIZER	Ecolab Inc. #13961 Ultra San 5 gal/pail \$30.50	Yes	Yes	5 gal	Yes
LIQUID DELIMER	Ecolab Inc. #12021 Lime-A-Way \$33.50	Yes	Yes	.5 gal	Yes
Third Sink Sanitizer	Ecolab Inc. #11023 Ster. Bac Blu \$48.50	Yes		1 gal	Yes
Pot and Pan Soap	Ecolab Inc. #17301 Solitaire 4/5# caps \$115.00	Yes		1 capsule	Yes

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

Name of Company Submitting Quote Ecolab Inc.

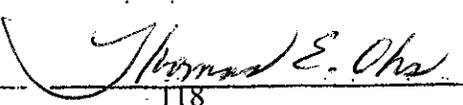
Name of Authorized Agent Thomas E. Ohs

Date of Quote 11/5/02

Company Telephone Number 800-352-5326x4310

Total Quote for Chemicals \$ 7,214.00

Additional Comments

Signature of Authorized Agent 

## CONTRACT – INMATE CHAPLAIN

This contract entered into this \_\_\_\_\_ day of December, 2002 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

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

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

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

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

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

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

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

McLean County agrees to pay the Inmate Chaplain the Contract price of \$9,608.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2003. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

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

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

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

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

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

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

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

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

ADOPTED by the County Board of McLean County, Illinois, this \_\_\_\_\_ day of December 2002.

---

Colleen Bennett

---

Sheriff Dave Owens

APPROVED:

---

Michael Sweeney, Chairman  
McLean County Board

ATTEST:

---

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

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

**McLEAN COUNTY JAIL EDUCATION PROGRAM**

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

**1. SCOPE OF PROGRAM:**

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

A. Instruction for adults.

**2. RESPONSIBILITIES OF ROE:**

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

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

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

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

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

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

Mrs. Joyce H. Fritsch, Director  
GED/Adult Literacy Programs  
P.O. Box 3125  
Bloomington, IL 61702  
(309) 828-3309

3. **RESPONSIBILITIES OF JAIL:**

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

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

4. **INSURANCE AND BENEFITS:**

Because the parties to this Agreement are affiliated with the body corporate and politic of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance, as well as provide the employer's portion of Illinois Municipal Retirement Fund (IMRF) and Federal Insurance Contributions Act (FICA) contributions for the coverage of ROE employees while performing their duties as required by this Agreement. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. **RESOLUTION OF PROBLEMS:**

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE

Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. PRIOR AGREEMENTS AND AMENDMENTS:

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

7. DURATION OF AGREEMENT:

This Agreement shall be effective on January 1, 2003, through December 31, 2003.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$14,700.00 in two equal payments for conducting the program as follows:

- A. \$7,350.00 no later than January 15, 2003, and
- B. \$7,350.00 no later than July 1, 2003.

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

McLean County Sheriff's Department

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

Regional Office of Education  
McLean and DeWitt Counties

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

McLean County Board:

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

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



## Live-Scan Maintenance Agreement Quotation

**Date:** June 12, 2002  
 (Quoted prices valid 30 days)  
**Rev. Level\*:**

**Contract Period:** February 1, 2003 - January 31, 2004

**Bill To:**  
 McLean County Sheriff's Office  
 104 W. Front Street  
 Bloomington, IL 61702  
 Attn: Tom Ferris  
 Office: 309-888-5068  
 Fax: 309-888-5072

**Equipment Covered:**

**Quotation #:** 3596S-B

**Type of Service:** Standard

**Terms of Payment:** Net 30

**Equipment Location:**  
 McLean County Sheriff's Office  
 104 W. Front Street  
 Bloomington, IL 61702

**IDX - 103381**

Item	Qty	Part#	Description	Price	Ext. Price
1	1	TP-600NEC2N	LiveScan Fingerprinting System w/ External Cabinet	\$5,970.30	\$5,970.30
2	1	EASE06280010-A	Back-Up CPU	\$787.50	\$787.50
3					
<b>Annual Total:</b>					<b>\$6,757.80</b>
<b>Agreement Total:</b>					<b>\$6,757.80</b>

**Monthly Payments** **\$563.15**

**Please Note:**

Your present maintenance contract will expire January 31, 2003. If payment is received in full prior to this date no lapse of service will occur. If payment (in full or in part) is received after the expiration date, your current maintenance agreement will expire. A new maintenance contract will take effect upon receipt of full payment to Identix unless otherwise agreed in writing by Identix. You agree that any service provided during the interim will be billed at Time & Material rates. If your maintenance agreement has expired for more than 30 days there will be a \$1,500 charge per system evaluation for operational readiness prior to any new maintenance agreement(s) or renewal(s). Any replacement parts, labor and expenses incurred to repair the equipment to operational readiness are not covered by the evaluation charge. It will require a separate purchase order prior to the establishment of a new maintenance agreement.

## ***Identix Standard Maintenance Scope of Work***

### **1. Support:**

- Unlimited telephone technical support for hardware and software from the Identix TouchCare™ Support Center (24 hours/7 days per week) via our toll free number.
- TouchCare™ Support Center Managed problem escalation, as required, to Identix technical Support staff to resolve unique problems. **This does not include support for Customer provided communications networks. Any network service will be billed at published Time and Material rates.**
- Free software standard version upgrades. Identix will perform the upgrades and will schedule with mutually agreed times during normal working hours to provide this service. Standard version software is software that Identix releases to their customer base at no charge to correct the original release and its' supported features.
- Telephone response to service calls will be made within four (4) hours from the time the service call was placed.
- On site maintenance coverage during weekdays (holidays excluded) during normal business hours (8:00 A.M. to 5:00 P.M. M-F) On site response by an Identix Customer Support Engineer will occur within eight (8) hours in a 100 mile radius of an authorized Identix service location. (24 hours for remote customers), all on a "best efforts" basis during normal working hours. After hours visits (Evenings, Saturdays) within a 100 miles billed @ \$150.00 per hour portal-to-portal plus \$.50 per mile and any direct travel related expenses. (2) beyond 100 miles billed @ \$1200.00 per day, plus expenses. **Sunday and national holidays will be billed at twice our normal rate at \$200 per hour/\$1600 per day plus mileage/expenses.** Support provided on a "best effort" basis within 48 hours of a call for service.

"Best Effort" basis provides reasonable response subject to delays, such as extreme traffic conditions, acts of God, weather, air travel postponements and other delays that may occur that are out of the control of the responding agent.

**2. Parts:** Identix will furnish all parts, boards, and components necessary for the service and maintenance of equipment covered by this agreement. Defective parts replaced by Identix during the performance of maintenance shall become the property of Identix. **Consumable parts (e.g. platens, toner cartridges, charge rollers, etc.) will be replaced at the customer expense and are not included in this agreement.**

**3. Access to Equipment:** Identix Customer Support Engineer will be provided with full and free access to the equipment and a safe environment in which to work.

**4. Maintenance Service:** Maintenance service covered by this agreement does not include maintenance, repair, or replacement of damaged parts resulting from the client's moving of equipment, environmental conditions, acts of God, accident, neglect, operator or other misuse, or negligence. Upon request, Identix may agree to perform such excluded services in accordance with its current rates for time, travel, mileage, expenses and replacement materials. Other services outside the scope of work as defined above require a purchase order before commencing work per Identix Maintenance Agreement Terms and Conditions Section II (B).

**5. Printer Coverage:** Identix will ensure the proper performance and operation of system printers covered by an ongoing, contiguous Maintenance Agreement. System printers not on a current maintenance contract (expired over 30 days) may be denied coverage due to lack of repair parts or end-of-life determination by the manufacturer.

**6. Defaults and Limitation of Liability:** Notwithstanding any other provision in this agreement, Identix aggregate Liability arising from or relating to this agreement, whether through breach, non performance or otherwise, is limited to the total of the net payments made by or for you for services provided hereunder in the preceding twelve (12) months from when the cause or action arose. Neither Identix nor any of its Licensors, employees, or agents shall in any case be liable for any special incidental, consequential, indirect or punitive damages even if advised of the possibility of those damages, whether arising from contract, tort (including negligence) or otherwise. Neither Identix nor any its Licensors, employees, or agents is responsible for lost profits or revenue, loss of use do software, loss of data, costs of re-creating lost data, or the cost of any substitute service, equipment, product, system or program.

## IDENTIX Maintenance Agreement Terms and Conditions

- I. **GENERAL SCOPE COVERAGE**  
Subject to payment of the Annual Maintenance Fees set forth on Maintenance Agreement Quotation document hereto, Identix, or its authorized agents or subcontractors, shall provide the system maintenance services set forth on Identix Maintenance Agreement Terms and Conditions (the "Service").
- II. **EXCEPTION TO COVERAGE**  
A. Damage 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 are not covered and may subject Customer to a surcharge or to cancellation of the Agreement. In addition, Identix may terminate this Agreement in the event the System is modified, damaged, altered, or serviced by personnel other than those employed/contracted by Identix, or if parts, accessories, or components not authorized by Identix are fitted to the System.  
B. a) Out of Scope services as defined on the accompanying Service Level Scope of Work requires a purchase order prior to commencement of work  
b) Identix has no obligation to perform out of scope services without a purchase order.  
c) Notwithstanding the foregoing, as a courtesy to customer, Identix will proceed without a purchase order upon signature of Purchase Order Waiver Form (example attached) which will obligate customer for payment in full of services rendered.  
C. The Services provided hereunder do not include preventive maintenance (cleaning of printer, etc.) or replacement of the following consumable items:  
Platters  
Toner Cartridges  
Floppy Disks  
Charge Rollers  
D. The Services provided hereunder do not include any services to repair damage to the System occurring as a result of Customer abuse or improper use.  
E. Any equipment not registered under this agreement at time of purchase will be required to have a pre-maintenance inspection before it will be accepted under this Agreement. This inspection will also be required if the current Agreement has expired by more than thirty (30) days. This inspection will be billed at the flat rate of \$1500 per system plus parts (if any required).  
F. Any unauthorized modification of the System by the Customer will void the terms of this Agreement with no rebate.
- III. **SERVICE CALLS**  
Service calls under this Agreement will be made at the installation address on Maintenance Agreement Quotation document or as otherwise agreed to in writing. Identix service personnel (or those contracted by Identix) will not handle, disconnect, or repair unauthorized attachments or components. In addition to service calls made at the installation address, the Customer may request technical support from the Touchcare™ Support Center by calling 1-888-HELP-IDX.
- IV. **REPAIR AND REPLACEMENT OF PARTS**  
All parts necessary to the operation of the System, with the exception of the parts listed in Section II (C) above, and subject to the general scope of coverage, will be furnished free of charge during a service call included in the maintenance service provided by this Agreement. All parts will be furnished on an exchange basis and will be new standard parts or parts of equal quality. All parts removed for replacement become the property of Identix.
- V. This Agreement shall become effective upon receipt by Identix of the Annual Maintenance Fee provided on the Maintenance Agreement Quotation document and shall continue for one (1) full year from the date of receipt, installation or previous expiration date, whichever is applicable. The Agreement shall be automatically renewed for successive similar periods subject to the receipt by Identix of the Annual Maintenance renewal authorization in effect at the time of renewal, provided that the Customer is not in default. In addition to any other rights under this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days prior written notice to the other party, and the unused portion of the maintenance will be refunded (except as otherwise noted).
- VI. **CHARGES**  
The initial fee for maintenance under this Agreement shall be the amount set forth as the Annual Maintenance Fee in the Maintenance Agreement Quotation document. The Annual Maintenance Fees with respect to any renewal term will be the charge in effect at the time of renewal. Customer agrees to pay the total of all charges for maintenance during the initial term and any renewal term within 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 maintenance fees or a termination of this Agreement at the election of Identix, and Customer agrees to pay such charges promptly when due.
- VII. **BREACH OR DEFAULT**  
If Customer does not promptly pay charges for maintenance or parts as provided hereunder when due:  
A. Identix may refuse to service System  
B. Identix may provide service at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix costs and expenses of collection including the maximum attorney's fee permitted by law (Said fee not to exceed 25% of the amount due hereunder).  
Identix equipment is designed to give excellent performance when used and maintained in a proper manner. If the Customer abuses the System in such a way as to cause abnormally frequent service calls or service problems, then Identix may, at its option, assess a surcharge or terminate this Agreement. In this event, the Customer will, at the option of Identix, be offered service on a "per call" basis at the then current rates.
- VIII. **NO WARRANTY**  
Other than the obligations set forth herein, Identix disclaims all warranties, express or implied, and Identix shall not be responsible for direct, incidental, or consequential damages, including but not limited to damages arising out of the performance of the System or the loss of its use by Customer.
- IX. **DISCLAIMERS**  
Except as otherwise expressly set forth in this agreement, Identix makes no warranty, representation or promise of any kind. Identix hereby disclaims and excludes any and all implied warranties of merchantability, title, non-infringement or fitness for a particular purpose. Identix does not warrant that any software provided hereunder will be without defect or error or that the operation of the Software will be uninterrupted.
- X. **LIMITED LICENSE TO SOFTWARE PATCHES AND UPGRADES.**  
If Customer is entitled to receive software patches or upgrades under the terms of this Agreement ("Software"), the Customer shall have a limited, non-exclusive, non-transferable, non-sublicensable right to use the machine readable format of the Software internally for the sole purpose of providing maintenance support and testing on products and/or systems purchased by the Customer from Identix. Nothing in this Agreement shall be deemed to grant to Customer any right or authority, by license, implication, estoppel or otherwise, to (and Customer agrees that it shall not) directly or indirectly modify, manufacture, copy, license, sublicense, sell or otherwise distribute the Software (or any portion thereof), or otherwise commercially exploit the Software in any way whatsoever. Customer covenants and agrees that it shall not, directly or indirectly, create derivative works from the Software or reverse engineer, disassemble and/or decompile all or any portion of the Software.
- XI. **MISCELLANEOUS**  
This Agreement shall be governed by and construed according to the laws of the State of Illinois applicable to agreements wholly negotiated, executed, and performed in the State of Illinois. This constitutes the entire agreement between the parties and may not be modified except in writing signed by duly authorized officers of Identix and the Customer. This Agreement may not be assigned by customer to any third party without the prior written consent of Identix.

## Live-Scan Maintenance Agreement Quotation

### Special Comments:

Tax not included. Please add if applicable.

\*Revision Changes include:

By signing below, you accept the attached Terms & Conditions. With this page signed, please include a Check or Purchase Order referencing the quotation number listed on the top-right corner of this agreement. Confirmation of our agreement will be mailed to you under separate cover.

Quotation prepared by:

Debbie Blanchard / Eastern Region  
1336 Mark NE  
Grand Rapids, MI 49525  
Phone: 616-447-2626  
Fax: 616-447-2629

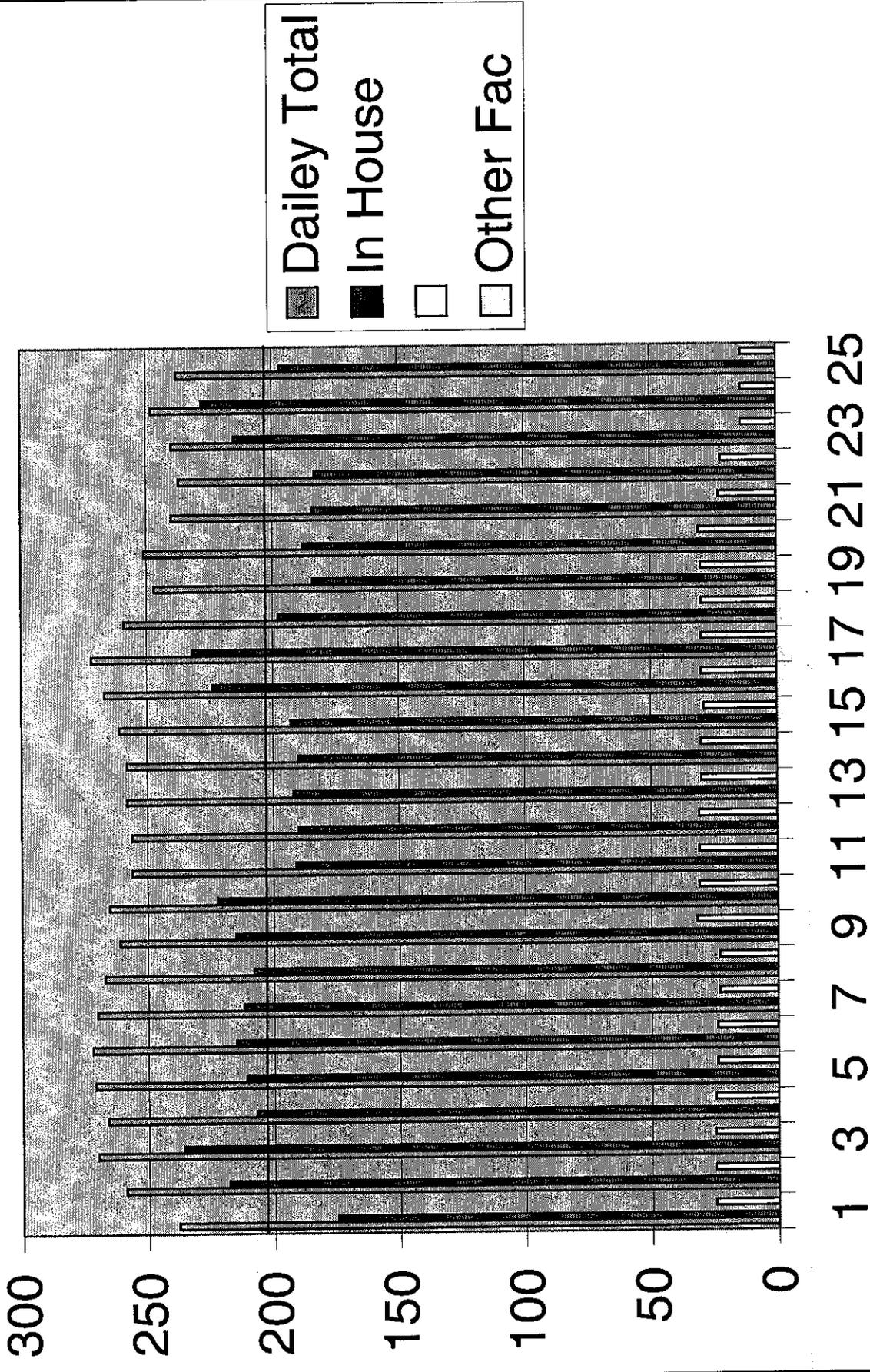
Enclosures:  
Maintenance Scope of Work  
Maintenance Agreement Terms & Conditions  
Purchase Order Waiver Form for Maintenance Renewal

Customer Signature:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title



MCDF Average Population  
Six Month Comparison

Month	June 2002	July 2002	August 2002	Sept 2002	Oct 2002	Nov 2002	Average
Daily Total	215.00	230.13	232.90	248.23	255.94	257.10	239.88
In House	197.27	201.68	203.90	210.70	204.74	204.30	203.77
Male	182.70	189.06	192.00	205.73	215.23	215.00	199.95
Female	32.30	41.06	40.70	42.40	40.68	42.10	39.87
Special Needs	23.73	21.52	21.10	22.77	18.65	19.40	21.20
Straight Sentence	50.97	43.87	51.70	55.87	56.10	55.80	52.39
Work Release	8.23	9.03	9.20	7.73	8.45	8.30	8.49
Weekenders	19.33	27.00	29.90	32.60	34.32	33.60	29.46
Other Facilities	00.00	5.13	2.80	11.70	20.58	25.80	11.00

MCDF  
POPULATION REPORT  
November  
2002

Date	Dailey Total	In House	Male	Female	Sp Needs	Str Sentence	Work Release	Weekends	Other Fac
1	238	175	201	37	12	49	9	34	25
2	259	218	221	38	21	58	9	35	25
3	270	236	230	40	29	58	9	34	25
4	266	207	226	40	22	60	9	29	25
5	271	211	230	41	23	64	9	32	24
6	272	215	230	42	23	69	9	32	24
7	270	212	227	43	20	66	9	33	23
8	267	208	226	41	19	62	9	33	23
9	261	215	224	37	19	64	9	36	32
10	265	222	226	39	24	65	9	35	31
11	256	191	215	41	13	66	9	32	31
12	256	190	214	42	15	64	10	30	31
13	258	192	217	41	16	60	9	34	30
14	258	190	217	41	22	57	9	34	30
15	261	193	218	43	20	52	9	35	29
16	267	224	224	43	19	56	8	37	30
17	272	232	226	46	23	53	8	38	30
18	259	198	215	44	16	49	8	34	30
19	247	184	205	42	14	49	8	34	30
20	251	188	204	47	17	48	9	33	31
21	240	184	194	46	18	44	7	34	23
22	237	183	192	45	19	43	7	33	22
23	240	215	194	46	18	49	6	34	14
24	248	228	202	46	25	48	6	34	14
25	238	197	196	42	17	42	5	30	14
26									
27									
28									
29									
30									
Total	6427	5108	5374	1053	484	1395	208	839	646
Average for November 2002	257.1	204.3	215.0	42.1	19.4	55.8	8.3	33.6	25.8



## EMERGENCY TELEPHONE SYSTEM BOARD

2411 E. Empire St.  
Bloomington, IL 61704-8200

Ph. (309) 663-9911  
Fax (309) 664-7917

### Board Memo

**Date:** 11/20/2002  
**To:** Honorable Chairman Justice Committee and , Honorable Members  
**Cc:** File  
**From:** W.H. Gamblin, E9-1-1 Admin.  
**RE:** Error Report/Statistics

---

Please find attached a chart of the 9-1-1 calls for 2002. Also, the error resolution report for October continues to indicate that we are reducing errors as a very good rate.

Respectfully submitted,

William H. Gamblin, ENP

WHG/whg

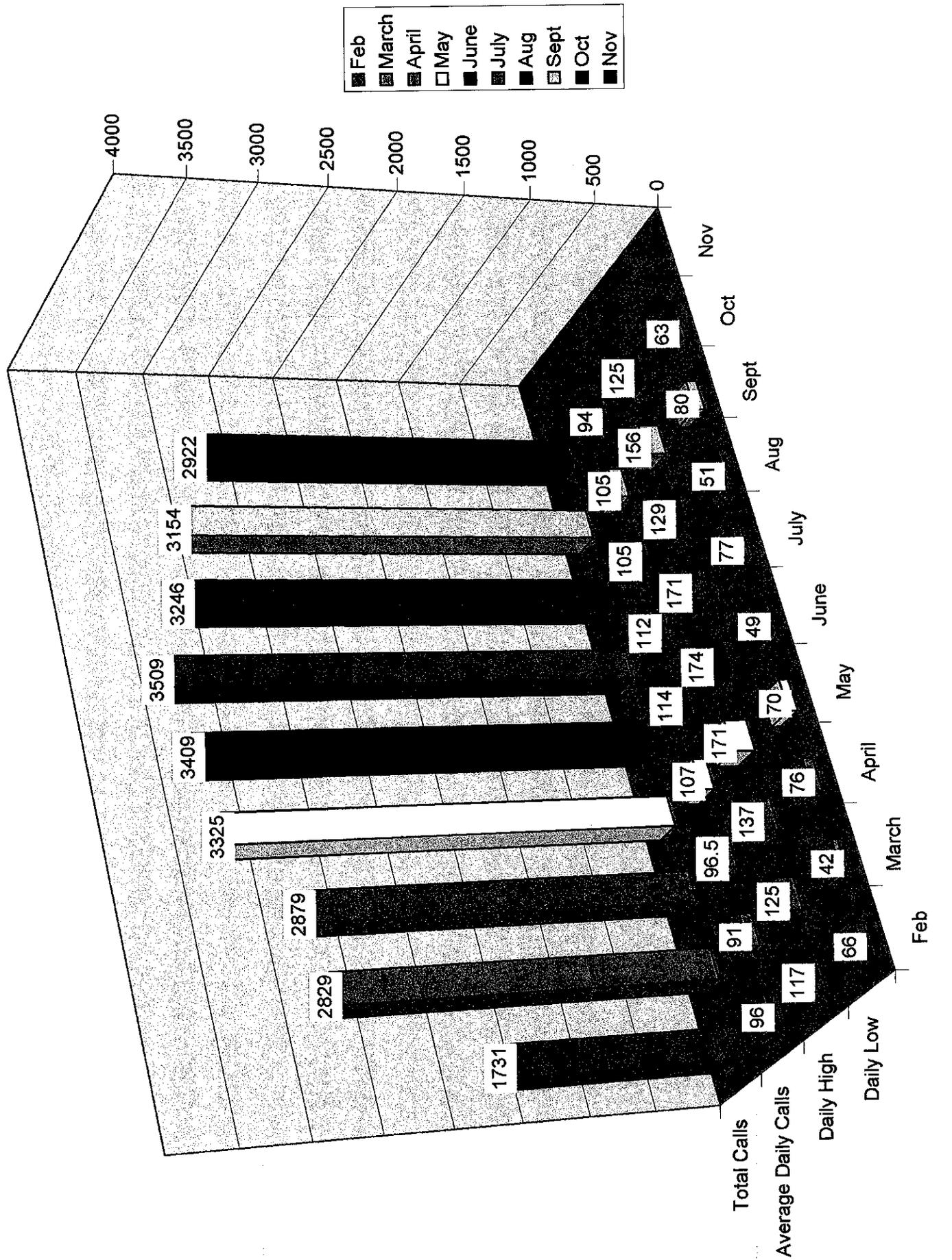
Attachments

11/20/2002

Confidential

1

# Monthly 9-1-1 Calls



## Board Memo

**Date:** 11/18/2002  
**To:** Honorable Dennis Powell, Chairman ETSB and, Honorable Members  
**Cc:** File  
**From:** W.H. Gamblin, E9-1-1 Admin.  
**RE:** Error Report

---

Please find attached the error report for October. We continue to reduce the number and as we work with each community's officers we will continue to clean up these areas.

Respectfully submitted

  
William H. Gamblin, ENP

WHG/whg

Attachments

ERROR REPORT (MONTHLY)  
COMMUNITY

COMMUNITY	#ERRORS				TOTAL ERRORS	DATA	#CORRECTED	ERROR TYPE
	RESIDENTIAL	BUSINESS	TOTAL	DATA				
ANCHOR	0	1	1	1	1	1	1	*1-N911
ARROWSMITH	0	0	0	0	0	1		
BELLFLOWER	0	0	0	0	0	2		
BLOOMINGTON	31	68	99	99	41	41	9	*2-MSAG, *6-N911, *1-WC
CARLOCK	1	0	1	1	3	3		
CHENOA	1	1	2	2	4	4		
COLFAX	1	0	1	1				
COOKSVILLE	0	0	0	0				
CROPSEY	0	1	1	1	2	2	1	*1-N911
DANVERS	4	1	5	5				
DOWN	4	1	5	5	3	3	2	*2-N911
EL PASO	0	0	0	0	1	1		
ELLSWORTH	0	2	2	2	2	2	1	*1-N911
GRIDLEY	0	0	0	0				
HEYWORTH	1	3	4	4	1	1	1	*1-RSD
HUDSON	7	1	8	8	1	1	1	*1-N911
LERoy	11	2	13	13	5	5	4	*3-N911, *1-WC
LEXINGTON	9	9	18	18	5	5	11	*11-N911
MANSFIELD	0	0	0	0	1	1		
MCLEAN	39	8	47	47			32	*7-MSAG; *25-N911
MINIER	0	0	0	0				
NORMAL	4	11	15	15	5	5	4	*3-N911, *1-ND
SAYBROOK	8	41	49	49	4	4	1	*1-N911
SHIRLEY	0	2	2	2	1	1		
STANFORD	0	1	1	1				
TOWANDA	0	0	0	0	1	1		
OTHER	2	0	2	2				
TOTAL ERRORS	123	153	276	276	84	84	68	

ERRORS AS OF SEPTEMBER 30, 2002      267  
 NEW ERRORS FOR OCTOBER      9  
 ERRORS CORRECTED IN OCTOBER      68  
 ERRORS AS OF OCTOBER 31, 2002      208  
 DATA LINES      84  
 ILLINOIS STATE UNIVERSITY      69

\*NO STREET NAME = NSN  
 \*MSAG PROBLEM = MSAG  
 \*NEED 911 ADDRESS = N911  
 \*CITY JURISDICTION = CJ  
 \*CELL TOWER = CT  
 \*REMOVE STREET DIRECTIONAL = RSD  
 \*COMMUNITY ERROR=COMM  
 \*NUMBER DISCONNECTED=ND  
 \*WRONG COUNTY=WC

OCTOBER, 2002

**ERROR  
NO ALI**

NUMBER CORRECTED TESTED COMPLETE\*

27	17	3	10
----	----	---	----

**NO ANI**

NUMBER CORRECTED TESTED COMPLETE

3	0	0	3
---	---	---	---

**INCORRECT ADDRESS**

NUMBER CORRECTED TESTED COMPLETE

22	5	6	6
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**MSAG-STREET RANGE/COMMUNITY**

NUMBER CORRECTED TESTED COMPLETE

9	9		9
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**ASSIGNED ADDRESSES-UNINCORPORATED  
NEW ROADS (NEW MSAG LISTING)**

3
11

**TOTAL ERRORS  
TOTAL ERRORS CLEARED**

61
28

\*7 OF THE COMPLETED ERRORS WERE NOT TESTED BECAUSE THE  
TELEPHONE NUMBERS HAVE BEEN DISCONNECTED

RESOLUTION OF THE McLEAN COUNTY BOARD  
AUTHORIZING AND APPROVING A  
PURCHASE OF SERVICES AGREEMENT  
BETWEEN McLEAN COUNTY AND  
THE CHILDREN'S FOUNDATION  
FOR THE PROVISION AND ADMINISTRATION OF A  
SUPERVISED VISITATION AND SAFE EXCHANGE GRANT PROGRAM

WHEREAS, McLean County has applied under 42 USC 10420 to the U.S. Department of Justice, Office of Justice Programs for a Safe Havens: Supervised Visitation and Safe Exchange Grant Program; and,

WHEREAS, McLean County has received notification of a grant award in the amount of \$223,559.00 for the provision and administration of a Supervised Visitation and Safe Exchange Program; and,

WHEREAS, McLean County wishes to enter into a Purchase of Services Agreement with The Children's Foundation, 403 South State Street, Bloomington, Illinois, to provide and administer a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award; and,

WHEREAS, The Children's Foundation is willing to undertake the responsibility for providing and administering a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby authorizes and approves a Purchase of Services Agreement with The Children's Foundation, 403 South State Street, Bloomington, Illinois, to provide and administer a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award.
- (2) The Children's Foundation hereby agrees to enter into a Purchase of Services Agreement with McLean County and, pursuant to the Purchase of Services Agreement, to provide and administer a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award.
- (3) The Safe Havens: Supervised Visitation and Safe Exchange Grant Program agreement is hereby incorporated by reference as a part of this Resolution and as a part of the Purchase of Services Agreement between McLean County and The Children's Foundation.

(2)

(4) The County Administrator is hereby authorized to negotiate a Purchase of Services Agreement with The Children's Foundation to provide and administer a Supervised Visitation and Safe Exchange Program, in accordance with the requirements and conditions of the grant award.

(5) The County Clerk is hereby requested to forward a certified copy of this Resolution to the County Auditor's Office, County Treasurer's Office, State's Attorney's Office and the County Administrator's Office.

ADOPTED by the McLean County Board this 17<sup>th</sup> day of December, 2002.

ATTEST:

APPROVED:

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

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Michael F. Sweeney, Chairman  
McLean County Board

*John Freese from Boardman*

ALTERNATIVES TO JAIL COMMITTEE McLean County LEAGUE OF WOMEN VOTERS

To: Members of the McLean County Board  
State's Attorney William Yoder

December 2, 2002

The **Alternatives to Jail Committee** of the McLean County League of Women Voters and allied groups offers its congratulations to the new members of the County Board on their election to McLean County government leadership, and to the new State's Attorney on his appointment.

Among the many critical issues requiring your decisions will be the problem of county jail overcrowding, its causes, its enormous costs, and its possible alleviation—matters which our committee has been addressing for over 2 1/2 years. The purpose of this letter is to provide you a summary of recent developments and the results of our work. We'll be happy to answer any questions you may have.

**SUMMARY**

In the year 2000, alarmed by reports of jail overcrowding, the McLean County Board commissioned a space study of the Law and Justice Center.

Seeing this as an opportunity to make a meaningful case to the County for implementing needed alternative restraints and preventive programs, the League of Women Voters adopted **Alternatives to Jail** as a study project, and formed the present committee, which has a core of League members and a balance of representatives of community organizations. In addition, several key leaders in the justice field have worked with us at various times: Chief Judge John Freese, former State's Attorney Charles Reynard, Public Defender Amy Davis, Court Services Director Roxanne Castleman, and Thomas Ellsworth, Chair of ISU's Dept. of Criminal Justice Sciences.

Since its inception, the Committee has initiated a series of projects designed to gather information about both current McLean County practices and effective regional and national programs which the County might use, and to make that information available to the public, to our justice system, and to the County Board. Key community leaders were invited to a series of public forums on a variety of topics, each of which was well received.

The forums were our first projects and covered McLean County programs, programs in neighboring counties—including drug courts, electronic monitoring, and victim/offender dialogue and restitution—and Dennis Maloney's "Community Justice and Alternatives to Jail," a systemic approach in Oregon which has gained national recognition. **[Copies of the forum reports are available on request.]**

In addition, Committee members visited the Pre-Trial Electronic Monitoring program in Tazewell County, and conducted a four-week court-watch to observe bonding practices in McLean County. All County Board members and justice officials received our year-end report which discussed our findings and listed our recommendations; and the report was placed in all public libraries.

In 2001, Judge John Freese, newly elected Chief Judge, created an eight-month Criminal Justice Advisory Council, chaired by Judge Donald Bernardi and Justice Committee Chair, Joseph Sommer. The Council members included county justice officials and community leaders, who studied the recommendations of our report and established draft protocols for the Victim-Offender Dialogue and Mediation and Pre-trial Electronic Monitoring programs for non-violent offenders which we had proposed. Attached is a summary of the Council's status report and its recommendations to the County Board (Appended document #1). A pilot program of Victim-Offender Dialogue and Mediation (VODM) was successfully completed and endorsed, and is now in operation. In the fall of 2002, the Justice Committee of the County Board studied these recommendations and was interested.



Our major concerns are to encourage implementation of all of our recommendations which—if well and effectively managed—will reduce jail overcrowding, greatly reduce the costs to McLean County taxpayers of maintaining a justice system, and provide for long-term savings through strengthening the entire community.

Immediate priorities:

1. Establishing a complete, well-managed pilot program in Pre-trial Electronic Monitoring for non-violent offenders is a critical need because of the high cost of housing out-of-county up to 30 inmates per day (with a potential for more as time goes on) at a cost of \$50/person/day.

2. The establishment of a permanent, broadly-based, knowledgeable COMMUNITY JUSTICE ADVISORY COUNCIL is needed to ensure continued independent study and planning of systemic approaches to assist the County Board in addressing the growing, increasingly complex justice issues the County will be facing. [The Alternatives to Jail Committee has prepared and already distributed to the County Board a proposed model for creating such a Community Justice Advisory Council. Copies are available upon request.]

Both of these recommended actions have been, in turn, recommended for study and continuation by the 2002 Justice Committee of the County Board.

However, the Pre-Trial Electronic Monitoring Program is being addressed first, through a request for proposed protocols from those justice officials who are directly involved (Chief Judge, State's Attorney, Public Defender, Sheriff, and Director of Court Services), and second, through a request for a proposed budget for the program, to be drafted by the County Administrator.

Please hold open on your calendars

**Wednesday, January 22 at 7:00 p.m.  
(Bloomington Public Library Community Room)**

The Alternatives to Jail Committee will be holding a public forum which will showcase the Tazewell County Pre-Trial Electronic Monitoring Program (the speakers will be the director and staff, a judge, and an ex-offender). You will be receiving a formal invitation soon.

Thank you.

*Barbara L. Stuart*

Barbara L. Stuart  
918 Broadway Normal, IL 61761  
(309) 452-6987

*Carol A. Reitan*

Carol A. Reitan  
1319 Chadwick Drive Normal, IL 61761  
(309) 1681

# PRE-TRIAL ELECTRONIC MONITORING: FIVE KEY CONSIDERATIONS

## 1. PRE-TRIAL ELECTRONIC MONITORING (PTEM) AND PUBLIC SAFETY

Community safety is greatly enhanced by PTEM. Judges like the EM idea because the pre-trial screening instrument employed will enable them to make better-informed decisions. [NOTE: Judges, however, will be reluctant to use the electronic monitor UNLESS A GOOD PRE-TRIAL SCREENING INSTRUMENT IS USED.] (See Appended Document #2)

Data from complete, well-done PTEM programs in other counties show that **only around 5% of pre-trial releases on EM are re-arrested before trial, whereas 35% to 40% of those released on cash bond or personal recognizance (McLean County's practices) are re-arrested.** (See Appended Document #3 for Cook County's figures)

## 2. COSTS OF PRE-TRIAL ELECTRONIC MONITORING

[NOTE: Persons charged with violent or heinous crimes are NOT ELIGIBLE for EM.]

Tazewell County, with an excellent program 2 1/2 years old, cites the following costs:

**\$16/person/day for EM versus \$55/person/day for OUT-OF-COUNTY HOUSING  
OR the daily cost of a Jail cell.**

As a result, Tazewell County saves money; does more than break even; comes out *ahead*.

## 3. EFFECT OF PRE-TRIAL ELECTRONIC MONITORING ON OVERCROWDING

The effect of PTEM on jail overcrowding is best understood by looking at out-of-county housing costs. In 1999, annual costs to McLean County of out-housing were \$80,000; this increased the next year (2000) to \$104,000. If the current rate of 30 persons per day were to continue for a full year at \$50/person/day, the annual total would be \$547,500. The same number of persons on EM (at Tazewell County's figure of \$16/person/day) would be \$175,200—an enormous savings in actual expenses, using PTEM.

When our Committee began to draw attention to alternatives, two measures were taken: officials and staff fine-tuned current practices and initiated the Victim-Offender Dialogue and Mediation program (VODM). The numbers of inmates housed in other counties gradually went down, achieving zero in May/June, 2002. However, in September/October, totals rocketed to about 30 a day and continue. This indicates that other measures need to be adopted, such as PTEM, which has achieved up to 20% reduction of out-housing, regionally and nationally.

Overcrowding also results from the large number of pre-trial detainees who have not been charged with violent or heinous offenses, but who are in jail because they can't meet their cash bond. These people are simply awaiting trial and have not been adjudged guilty of any crime. **At any given time, pre-trial detainees constitute 50—75% of the jail population, and the number has, on occasion, risen to as much as 85%.** Costs to the county for housing non-violent pre-trial detainees is \$50 per person per day. For those who pose no threat to the community, it would be far cheaper (and more socially productive) to restrain them at home and ensure their trial appearance with Electronic Monitoring.

## 4. EFFECT OF PTEM ON 'FAILURE-TO-APPEAR' (FTA) CHARGES

McLean County's "Failures-to-Appear" (those who miss their court dates) are numerous, and a costly nuisance for the courts and the Sheriff's Department, which is charged with finding and arresting them on an issued warrants. This is especially true for misdemeanor defendants. The

**PTEM Program includes a telephone/post card reminder system which can reduce the numbers of FTA's (about 40% of those scheduled for trial) to around 4% or less. [NOTE: the practice is similar to dentist/doctor reminders, since court dates can be as much as 3 months from the initial bond hearing.]**

#### **5. RECOMMENDATION**

The Criminal Justice Advisory Council, an 8-month body created by Chief Judge Freese, recommended these programs unanimously to the Chief Judge and to the Justice Committee of the County Board.

**SUPPLEMENTARY  
INFORMATION**

- #1 Status Report on Alternatives to Jail  
Committee Recommendations**
- #2 DRAFT Proposed Pre-Trial Screening  
Instrument**
- #3 Pre-Trial Electronic Monitor Rearrest  
Rates: Cook County Data**

# STATUS REPORT ON 'ALTERNATIVES TO JAIL' RECOMMENDATIONS, 2001—2002

Criminal Justice Advisory Council/League of Women Voters' Alternatives to Jail Committee  
"Providing Judges with a Broader Range of Effective Sentencing Options"

## EASILY IMPLEMENTED ALTERNATIVES TO JAIL. [Recommended by Council & Committee]

• Pre-Trial Services and Electronic Monitoring Program. Cost: \$16/day compared to \$55/day for a jail cell (Tazewell figures). Pre-trial screening makes a careful assessment of which defendants can be released on Personal Recognizance (PR). Electronic Monitoring allows those who cannot pay \$100/\$200 bail, but who qualify, to be released in the same way as those who CAN pay bail. Electronic Monitoring for non-violent offenders, together with postcard reminders of trial dates, helps eliminate the costly, numerous "failures to appear" (FTA's) that now fill so many jail cells. (Tazewell's program has virtually eliminated FTA's.) (Electronic Monitoring tracks the defendant by a transmitting device secured to the ankle.)

• Victim/Offender Dialogue and Mediation Program (VODM). The cost, primarily a subsidy for indigents, could be as low as \$9,000/year; the savings, a possible 15% reduction in clerical work and in court cases. Non-violent offenders who qualify are diverted to VODM from the court processes. The victim(s) and offender(s)—youths or adults—meet with a pair of trained volunteer mediators who facilitate an orderly exchange of facts and feelings, and facilitate the creation and signing of an agreement for restitution. This program can reduce recidivism; and it also affirms the victim's importance.

ALTERNATIVES TO JAIL WITH LONGTERM EFFECTS. [Assigned for further study] These are more complex to establish. They reduce CURRENT jail population very little, but reduction of FUTURE jail population *will occur* because effective programs REDUCE RECIDIVISM RATES to AS LOW AS 3—5%, compared to the usual 40—60% recidivism rate—meaning multiple future SAVINGS on "revolving-door offenders."

• Drug Court (also, later, Domestic Violence Court) Program. Cost is \$2,500 to \$4,000/person compared to \$22,000/person/year for a jail cell. Drug and drug-related crime offenders who qualify are diverted to the program from regular court processes.

KEY COMPONENTS OF DRUG COURT: (1) A complete, well-planned process; with well-trained, sufficient staffing. (2) A graduated step process of testing, training, education, evaluation, treatment. (3) Effective incentives: (a) Rewards (reduced criminal record, kicking the habit, getting a job; self-sufficiency), and (b) Punishments (a stint in jail, with length of stay increased at each failure of compliance; IF THERE ARE SUSTAINED FAILURES, THE PERSON IS REMOVED FROM THE PROGRAM AND SENT BACK TO TRADITIONAL COURT). (4) Always the SAME JUDGE presiding (knows defendant and program well), with full powers; Assistant State's Attorney/Public Defender/agency staff are present TO WATCH ONLY. (5) Each judge review has IMMEDIATE results. (6) Program lasts up to 2 years, long enough to produce LASTING RESULTS. Current treatment of 4—6 weeks has little if any effect: drugs alter the brain. Learning control takes TIME.

• In-Jail / Post-Release Mentoring Program. Cost is far less than a jail cell. The program provides trained volunteer mentors who spend weekly time with offenders, and help them obtain education, training, treatment (if needed), life-skills, a job, a place to live, and moral support. There is an existing program, faith-based, underway in McLean County; but it needs a specific agreement to enable program/probation department interaction.

(more)

**EVALUATION AND COORDINATION.**

• **COMMUNITY JUSTICE ADVISORY COUNCIL.** [Recommended for study by Council & Committee] NOT a program, but a STRUCTURED ORGANIZATION of professionals and community members which would provide ongoing, broad-based evaluation of existing and potential programs in McLean County's criminal justice system; it would work closely with the officials in the justice system, the County Board, and the County Administrator. Cost could be around \$30,000 salary for a half-time coordinator position; there would be additional costs for supplies. The Community Justice Advisory Council, based on a nationally recognized model, is composed of representative lay citizens and justice professionals. One of its chief duties is to evaluate programs and make recommendations to the County Board concerning the justice system. **The goal is Restorative Justice: to repair harm, to reduce risk, and to build community.**

# DRAFT

## PROPOSED by subcommittee for the Criminal Justice Advisory Council, McLean County McLEAN COUNTY PRETRIAL SUPERVISION SERVICES SCREENING INSTRUMENT

Name: \_\_\_\_\_ Case # \_\_\_\_\_ Date \_\_\_\_\_

		Number of point items	Maximum Points
<b>1. <u>Residence</u></b>			
<b>A. <u>Length at present address</u></b>			
6 months or less; homeless	2		
Over 6 monhs to 1 year	1	3	2
Over 1 year	0		
<b>B. <u>Location of residency</u></b>			
Out of county	2		
County resident under 1 year	1	3	2
County resident over 1 year	0		
<b>C. <u>Living with at present address</u></b>			
Self	1	2	1
Relative including spouse or significant other	0		
<b>2. <u>Family in area</u></b>			
Family out of state or out of county	2	2	2
Family in county	0		
<b>3. <u>Employment/School</u></b>			
No visible means of support or odd jobs, no current school attendance within recent past	3		
Currently employed full time for less than 6 months works temporary or part-time, or is supported by outside source. Attended school within 3 months prior to arrest and not currently employed	2		
Currently employed and has had continuous full-time empooymment for the past 6 months to 1 year. Or last date of school attendance was within 6 months of arrest and is now employed or in a job training program	1	4	3
Currently employed and has been steadily employed full time for the past year. Or currently enrolled in an academic vocational or alternative education program and attends regularly	0		



		Number of point items	Maximum Points
<b>4. <u>Prior record (past 10 years)</u></b>			
<b>A. <u>Felony conviction and delinquent adjudication</u></b>			
Two or more prior convictions for a Class X or non-probational felony	3		
One prior conviction for a Class X or non-probational felony	2	5	8
Two or more prior convictions for a probational felony	2		
One prior conviction for a probational felony	1		
No prior felony convictions	0		
<b>B. <u>Prior record of misdemeanor or petty traffic</u></b>			
Two or more misdemeanor convictions	2		
Three or more non petty traffic or 1 misdemeanor	1	3	2
No misdemeanor, or petty traffic convictions	0		
<b>C. <u>Violent/assaultive convictions</u></b>			
Each prior violent felony conviction causing bodily harm (Maximum of 4 points)	2-4		
Each prior violent misdemeanor conviction causing bodily harm (Maximum of 2 points)	1-2	4	7
Two or more prior violent convictions not causing bodily harm	1		
No prior record of violent offenses	0		
<b>5. <u>Pending Charges</u></b>			
Pending Felony	3		
Pending misdemeanor or petty traffic	2	3	5
No pending charges	0		
<b>6. <u>Previous Failure to Appear (FTA)</u></b>			
One or more FTA	1	2	1
No FTA	0		
<b>7. <u>Probation/Parole Status</u></b>			
Currently on probation or parole	2		
Prior probation or parole	1	3	2
No prior probaton or parole	0		

Number of point items	Maximum Points
--------------------------	-------------------

8. Substance Use

Prior alcohol or drug related convictions	1	2	1
No prior alcohol or drug related convictions	0		

TOTAL SCORE \_\_\_\_\_

0-9 = Minimum (no pretrial conditions - letter prior to court only)

10-14 = Medium

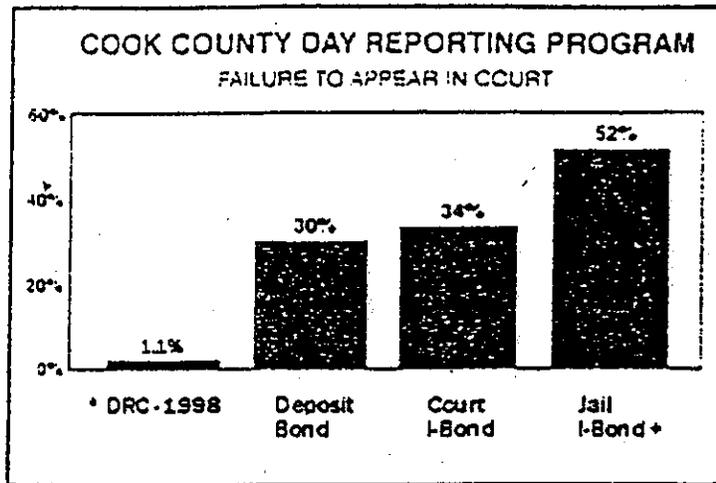
15+ = Maximum

Officers comments: \_\_\_\_\_

Officer Signature \_\_\_\_\_ Date \_\_\_\_\_



# ELECTRONIC MONITORING PROGRAM COOK COUNTY REARREST RATES



(N/A)

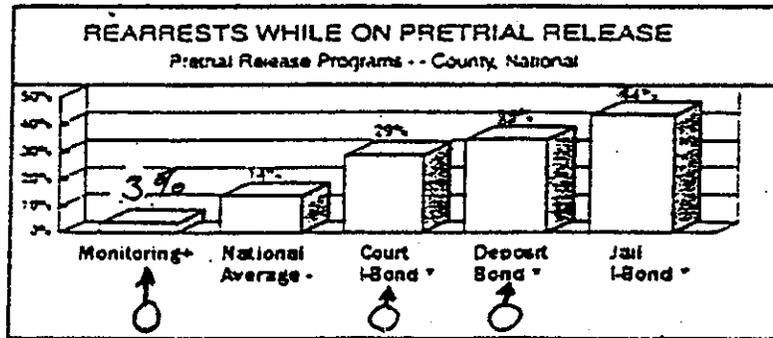
(N/A)

\* DAY REPORTING Statistics 1998  
 + Comparison of Failure Outcomes (Source-Illinois Criminal Justice Information Authority Study 1992)

## PRETRIAL ELECTRONIC MONITORING REARREST RATES DURING PRETRIAL RELEASE

### Electronic Monitoring Statistics (EM)

NOTE THAT EM is CONSIDERABLY MORE EFFECTIVE than COURT I-BOND (PR-Personal Recognizance) - which we use OR DEPOSIT BOND (10% Cash Bail) - which we also use, now.



+ E.M.U. Statistics 1997  
 - U.S. Department of Justice Study  
 \* Illinois Criminal Justice Information Authority study of Cook County 1992

**EM ELIGIBILITY**

**NOT Eligible:**

- ALL class X and MOST class I felonies
- Bonds of \$10,000+
- Psychiatric unit
- Violent criminal background
- Sex offenses
- Domestic violence

"The electronic monitoring program in Cook County is considered the best of its kind, serving as a prototype for programs all over the world."  
 - The Compiler. Illinois Criminal Justice Information Authority, 1995