



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, November 13, 2007
4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – October 9, 2007
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sorensen
 - 1) Items to be Presented for Committee Action:

a) REAPPOINTMENTS:

McLEAN COUNTY ECONOMIC DEVELOPMENT COUNCIL

Ms. Ann Harding
1601 Gregory
Normal, IL 61761
(Two-year term to expire on December 31, 2009)

McLEAN COUNTY HOUSING AUTHORITY

Mr. Michael J. Wilson
3 Cobblestone Court
Bloomington, IL 61704
(Five-year term to expire on December 26, 2012)

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Jay Reece
408 Covey Court
Normal, IL 61761
(Three-year term to expire on November 30, 2010)

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Mr. Shane Rutherford

6760 North 525 East Rd.

McLean, IL 61754

(Three-year term to expire on November 30, 2010)

- b) APPOINTMENTS:
None
 - c) RESIGNATIONS:
None
 - d) Request Approval of an Ordinance Establishing
County Board Meeting Dates for Calendar Year
2008 1-3
 - e) Request Approval of an Ordinance Establishing
a Holiday Schedule for County Employees for the
Year 2008 4-6
 - f) Request Approval of an Emergency Appropriation
Ordinance Amending the 2007 Combined Annual
Appropriation and Budget Ordinance – County
Board (for SHOWBUS and Safe Havens Grants) 7-8
 - 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other
- B. Finance Committee – Chairman Selzer
- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Intergovernmental
Agreement for Rural Public Transportation
Between McLean, Livingston, Ford, Iroquois
And DeWitt Counties – Building and Zoning 9-12
 - b) Request Approval of a Memorandum of
Agreement between the McLean County
Law Library, McLean County and the
McLean County Bar Association – Circuit Court 13-16
 - c) Request Approval of an Ordinance of the
McLean County Board Amending the 2007
Combined Appropriation and Budget
Ordinance for Fund 0102 (Dental Sealant
Grant) – Health Department 17-18
 - 2) Items to be Presented to the Board:
 - a) Request Approval of an Ordinance Repealing
the Ordinance Regulating Smoking in Public
Places of Employment in the Unincorporated
Areas of McLean County – Health Department
 - b) Request Approval of the Proposed 2008 Private
Pay Rate – Nursing Home

- c) Request Approval of a CDAP Revolving Loan Application with Midwest Molding Solutions, Inc. – County Administrator’s Office
- d) Request Approval of a Resolution of the McLean County Board Approving the General Compensation Plan for Non-Union Employees for Fiscal Year 2008 – County Administrator’s Office
- e) Request Approval of Class D Raffle License for Central Catholic High School
- f) General Report
- g) Other

C. Justice Committee – Chairman Renner

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance – General Fund 0001, Circuit Court 0016 19-20
 - b) Request Approval of the Illinois State Police Task Force Six Multi-Jurisdictional Narcotics Unit Grant #405220 – Sheriff’s Department 21-25
 - c) Request Approval of Resolution of the McLean County Board Authorizing Participation as a Member in the Illinois Emergency Management Mutual Aid System Response Pursuant to an Intergovernmental Agreement by and between the County of McLean and the Illinois Emergency Services Management Association – E.M.A. 26-40
- 2) Items to be Presented to the Board:
 - a) Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender’s Office – Public Defender’s Office
 - b) Request approval of a contract between Terry Dodds, Special Public Defender, and the Public Defender’s Office - Public Defender’s Office
 - c) Request approval of a contract between David Rumley, Special Public Defender, and the Public Defender’s Office – Public Defender’s Office
 - d) Request approval of a contract between Alan Novick, Special Public Defender, and the Public Defender’s Office – Public Defender’s Office

- e) Request approval of a contract between Keith Davis, Special Public Defender, and the Public Defender's Office – Public Defender's Office
- f) Request Approval of a Contract Amendment with OSF Healthcare Systems for Physician Services with McLean County Juvenile Detention Center – Court Services
- g) Request Approval of a Contract for Counseling Services with Ms. Cathy Vogel for the McLean County Juvenile Detention Facility – Court Services
- h) Request Approval of Annual Compensation to OSF HealthCare System and Kenneth Inoue, M.D., for Physician Services at the McLean County Adult Detention Facility – Correctional Health Services
- i) Request Approval of Second Amendment to Exclusive Preferred Provider Agreement between McLean County and OSF Healthcare System – Correctional Health Services
- j) Request Approval of Exclusive Preferred Provider Agreement between McLean County And Eastland Medical Plaza SurgiCenter – Correctional Health Services
- k) Request Approval of Renewal of Contract with McLean County Center for Human Services for The Provision of Mental Health Services for The McLean County Adult Detention Facility – Correctional Health Services
- l) General Report
- m) Other

D. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

- a) Request Approval of a Resolution for a grant in the amount of \$3,925.00 for the Master Gardner Plastic Plant Container Recycling Program Administered by the Ecology Action Center
- b) Request Approval of a Resolution of Commendation and thanks to Michelle Covi, departing Director of the Ecology Action Center
- c) Request Approval of an amended Preliminary Plan for the Kings Mill Acres Subdivision, which is located in Dry Grove Township immediately Southwest of the Intersection of 975 East Road And the Old Peoria Road, File No. S-07-13
- d) General Report
- e) Other

- E. Property Committee – Chairman Bostic
 - 1) Items to be Presented to the Board:
 - a) Request Approval of 2008 Approved Vendor List for Janitorial and Paper Supplies – Nursing Home
 - b) Request Approval of an Ordinance Amending an Ordinance Adopting and Enacting Rules and Regulations pertaining to the Public Use of all County Parks and Recreational Areas, and providing for the Enforcement of said Ordinance and the Fixing of Penalties for its Violation – Amending Chapter 35 of the McLean County Code Parks (fee increases) – Parks and Recreation Department
 - c) Request Approval of Agreement for Engineering Design Service for COMLARA County Park with The Farnsworth Group – Parks and Recreation Department
 - d) General Report
 - e) Other

- F. Transportation Committee – Chairman Hoselton
 - 1) Items to be Presented to the Board:
 - a) Request Approval of Resolution and Letting Results from the November 28, 2007 County Non-MFT Combined Construction Projects And Township Stockpiles
 - b) Request Approval of Resolution for Improvement – Towanda Barnes Road (CH 29) – Ft. Jesse Rd. to Northtown Road
 - c) Request Approval of 2008 County Motor Fuel Tax (MFT) Maintenance Resolution
 - d) Request Approval of Resolution Appropriating 2008 Motor Fuel Tax Funds (County Engineer's Salary and Expenses)
 - e) General Report
 - f) Other

- G. Report of the County Administrator
 - 1) Items to be Presented to the Board:
 - a) General Report
 - b) Other

- 6. Other Business and Communications

- 7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

- 8. Adjournment



OFFICE OF THE ADMINISTRATOR

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

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

November 27, 2007

Memo to: The Honorable Chairman and Members of the Executive Committee

From: John M. Zeunik 

Re: Ordinance Establishing County Board Meeting Dates for 2008

For your review and consideration, I am forwarding an Ordinance Establishing County Board Meeting Dates for Calendar Year 2008. The proposed Ordinance sets the regular Board meeting date as the third Tuesday of the month at 9:00 A.M. in Room 400, Government Center. The one exception to the Board's regular meeting date is the July, 2008 Board meeting. The National Association of Counties ("NACo") Annual Conference is scheduled to be held from July 11th through July 15th in Kansas City, Missouri. Consistent with the Board's past practice, the regular County Board meeting date in July has been moved back one week to Tuesday, July 22nd so as not to conflict with the NACo Annual Conference.

Should you have any questions concerning the proposed Ordinance Establishing County Board Meeting Dates for Calendar Year 2008, please call me at 888-5110.

Thank you.

CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2008

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to 5 *Illinois Compiled Statutes* (2006)120/2.02; now, therefore,

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

(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2008:

Tuesday	January 15, 2008	9:00 a.m.
Tuesday	February 19, 2008	9:00 a.m.
Tuesday	March 18, 2008	9:00 a.m.
Tuesday	April 15, 2008	9:00 a.m.
Tuesday	May 20, 2008	9:00 a.m.
Tuesday	June 17, 2008	9:00 a.m.
Tuesday	July 22, 2008	9:00 a.m.
Tuesday	August 19, 2008	9:00 a.m.
Tuesday	September 16, 2008	9:00 a.m.
Tuesday	October 21, 2008	9:00 a.m.
Tuesday	November 18, 2008	9:00 a.m.
Tuesday	December 16, 2008	9:00 a.m.

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

(3) That the County Clerk shall forward a certified copy of this Ordinance to the County Administrator and the First Civil Assistant State's Attorney.

(2)

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2007.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board



OFFICE OF THE ADMINISTRATOR

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

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

November 27, 2007

Memo to: The Honorable Chairman and Members of the Executive Committee

From: John M. Zeunik 

Re: Ordinance Establishing a County Holiday Schedule for 2008

For your review and consideration, I am forwarding an Ordinance Establishing a County Holiday Schedule for County Employees for 2008. The proposed Ordinance increases the number of County Holidays from ten (10) to eleven (11) by adding Columbus Day, Monday, October 13th as a holiday in 2008. This change results from the mediated interest arbitration settlement with the F.O.P. Lodge 176 representing the Deputies, Sergeants and Investigators, wherein the arbitrator awarded the bargaining unit Columbus Day as an additional holiday. The arbitrator's decision was based on a comparison of the number of holidays given by other comparable Counties. The bargaining unit had requested that the County grant Police Memorial Day as an additional holiday for the members. Consistent with the Board's policy and past practice, the County argued that if an eleventh holiday is to be granted, then the holiday should be a recognized, federal holiday that could be observed by all County employees. It should be noted that Columbus Day is observed as a Court holiday pursuant to the Holiday Schedule issued by the Administrative Office of the Illinois Courts.

Should you have any questions concerning the proposed Ordinance Establishing a County Holiday Schedule for 2008, please call me at 888-5110.

Thank you.

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE FOR COUNTY EMPLOYEES FOR THE YEAR 2008

WHEREAS, it is necessary each year that a holiday schedule for County employees be established; and,

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2008 pursuant to Article 4, Section 10.40 of the McLean County Personnel Policies and Procedures Ordinance adopted August 17, 2004, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 11-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2008 shall be as follows:

New Year's Day	Tuesday	January 1, 2008
Martin Luther King Day	Monday	January 21, 2008
President's Day	Monday	February 18, 2008
Memorial Day	Monday	May 26, 2008
Independence Day	Friday	July 4, 2008
Labor Day	Monday	September 1, 2008
Columbus Day	Monday	October 13, 2008
Veteran's Day	Tuesday	November 11, 2008
Thanksgiving Day	Thursday	November 27, 2008
Day after Thanksgiving	Friday	November 28, 2008
Christmas Day	Thursday	December 25, 2008

5.92-2 That all County-paid employees covered by this ordinance shall comply with the holiday schedule stated in 5.92-1, and no such County employee shall receive compensation for any holiday other than those authorized above except that County-paid employees of the Circuit Court, i.e., Department 16 in Fund 001, shall comply with the holiday schedule adopted by the Eleventh Judicial Circuit.

5.92-3 That this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, at the Public Library of Bloomington and Public Library of Normal, and on the County website at www.mcleancountyil.gov.

(2)

5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2007 is hereby repealed effective December 31, 2007.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of December, 2007.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

E:\john\cobd\holidays_2008.ord

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2007
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, County Board Department 0001**

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, the County Board Department 0001, Legislation and Policy Program 0001; and,

WHEREAS, the annual operating budget for the County Board includes revenues and expenditures for the ShowBus Rural Public Transportation grant and the Safe Havens Children's Visitation grant; and,

WHEREAS, in fiscal year 2007, the County has received more grant funding for the ShowBus Rural Public Transportation grant and the Safe Havens Children's Visitation grant; and,

WHEREAS, it is appropriate to recognize in the County Board departmental budget the additional revenues received and the additional expenses incurred; and,

WHEREAS, the Executive Committee, at a regular meeting on Tuesday, December 11, 2007, recommended approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance, now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

- (1) That the County Treasurer is hereby directed to add to the appropriated budget of the County Board, Department 0001, Legislation and Policy Program 0001 the following appropriations:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0404.0007 USDOJ-Safe Havens Federal Grant	\$ 123,559.00	\$ 7,896.00	\$ 131,455.00
County Board Department 0001 0001-0001-0001-0407.0050 State of Illinois – ShowBus Grant	\$ 100,000.00	\$ 103,005.00	\$ 203,005.00

(2)

- (2) That the County Auditor is hereby directed to add to the appropriated budget of the County Board Department 0001, Legislation and Policy Program 0001 the following appropriations:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board Department 0001 0001-0001-0001-0777.0006 State of Illinois – ShowBus Grant	\$ 100,000.00	\$ 103,005.00	\$ 203,005.00
County Board Department 0001 0001-0001-0001-0777.0018 USDOJ-Safe Havens Federal Grant	\$ 123,559.00	\$ 7,896.00	\$ 131,455.00

- (3) That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, and the County Treasurer.

ADOPTED by the County Board of McLean County this 18th day of December, 2007.

ATTEST:

APPROVED:

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

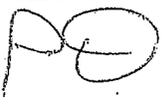
Matt Sorensen, Chairman
McLean County Board



INTER-OFFICE COMMUNICATION

DEPARTMENT OF BUILDING AND ZONING

TO: Chairman Dave Selzer and Members of the Finance Committee

FROM: Philip Dick, AICP, Director 

DATE : November 28, 2007

RE: **SHOW BUS – Addendum to the Current Intergovernmental Rural Public Transportation Agreement**

This is a request by SHOW BUS to amend the Rural Public Transportation Agreement between McLean, Ford, Iroquois, and Livingston Counties to Add DeWitt County to the agreement. DeWitt County does not have access to public transportation. By amending the existing intergovernmental agreement to include DeWitt County, additional State and Federal funds will be made available to provide this transportation through SHOW BUS.

I have attached a copy of the existing intergovernmental agreement and the proposed addendum.

**AN INTERGOVERNMENTAL AGREEMENT
TO PROVIDE FOR PUBLIC TRANSPORTATION**

IN FORD, IROQUOIS, LIVINGSTON AND MCLEAN COUNTIES

This Agreement is entered into by and between Ford, Iroquois, Livingston and McLean Counties (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, the provision of public transit service is essential to the transportation of persons in non-urbanized areas; and

WHEREAS, the Participants wish to provide public transportation for their citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, it is the mutual desire of the Participants that McLean County be designated as the "Primary Participant"

THEREFORE BE IT RESOLVED BY THE PARTICIPANTS

1. That application be made by McLean County, the Primary Participant, to the Division of Public Transportation, Department of Transportation, State of Illinois, for financial assistance grants under Section 5311 of the Federal Transit Act of 1991, for the purpose of off-setting a portion of the Public Transportation Program operating deficits of the Participants.
2. That the McLean County Board Chairman is hereby authorized and directed to execute and file on behalf of the Participants the grant applications named above.
3. That the McLean County Board Chairman is hereby authorized and directed to execute and file on behalf of the Participants all required Grant Agreements with the Illinois Department of Transportation.
4. That it shall be the responsibility of the Primary Participant to receive all Section 5311 funds from the Illinois Department of Transportation and disburse them to Meadows Mennonite Retirement Community, a not-for-profit corporation d/b/a SHOW BUS, the service provider under the terms and conditions of the agreement.
5. That the delivery of services by the service provider will be made in accordance with agreements entered into by the service provider and the Primary Participant.
6. That any revisions to this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.

7. That this Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations or court action, or when Participants agree that a new Agreement would meet their particular needs.

8. That this Agreement is binding upon the Participants, their successors and assigns.

9. That if any section, sentence, clause, phrase or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.

10. That this Agreement will be ongoing unless a Participant chooses to withdraw from the Agreement.

11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.

APPROVED by the Ford County Board on the 12th day of March, 1996

[Signature]
Ford County Board Chairman

ATTEST:

[Signature]

Date

March 12, 1996

APPROVED by the Iroquois County Board on the 12th day of March, 1996

[Signature]
Iroquois County Board Chairman

ATTEST:

[Signature]

Date

March 12, 1996

APPROVED by the Livingston County Board on the 12th day of March, 1996

[Signature]
Livingston County Board Chairman

ATTEST:

[Signature]

Date

March 14, 1996

APPROVED by the McLean County Board on the 19th day of March, 1996

[Signature]
McLean County Board Chairman

ATTEST:

[Signature]

Date

March 19, 1996

*Memorandum of Agreement
Between the McLean County Law Library, McLean County,
and the McLean County Bar Association*

The following agreement is entered into between the McLean County Law Library (Law Library), McLean County (County) and the McLean County Bar Association, an Illinois not-for-profit corporation (Bar Association):

1. The Memorandum of Agreement of May 2, 1988 is hereby terminated effective December 31, 2007, and all obligations of either party under that agreement, financial and otherwise, are hereby declared null and void effective that date. Any past financial obligation between the parties shall be deemed waived and uncollectible.
2. All books, computers, equipment, furniture and other items in possession of McLean County in support of the Law Library shall be retained exclusively by the Law Library, and shall be considered the sole possession of McLean County. The Bar Association agrees to forego any current or future claim of ownership on said items.
3. The County agrees to provide space for the Law Library which is accessible to the public.
4. The Bar Association agrees to pay, annually, the sum of \$1800.00 to the County for support of the Law Library. This payment is due by September 30 of each year, beginning in 2008.
5. The Bar Association shall agree to provide in-kind support to the Law Library in the form of volunteer hours to assist in organizing, maintaining and selecting the contents of the Law Library. Said support shall be provided at the request of the Supervising Judge (Resident Circuit Judge) of the Law Library.
6. On January 1, 2008, and after, a Law Library Committee shall be established with the membership of: one (1) Resident Circuit Judge; and the State's Attorney (or designee); the Public Defender (or designee); the Chair of the McLean County Board (or designee); and one (1) representative from the Bar Association (as designated by the President of the Bar Association). This committee shall assist the Resident Circuit Judge in reviewing, and making recommendations regarding, the finances and operations of the Law Library, and shall assist the Resident

Circuit Judge in providing an annual financial report to the County Board on the status of the Law Library by August 30 of every year.

This agreement may be terminated by any party with 30 days notice, in writing, to the Resident Circuit Judge and/or Bar Association President. Any element of this agreement may be renegotiated on an annual basis with 30 days written notice to the other parties.

This agreement shall be effective on January 1, 2008.

Dated this 18th day of December 2007.

Matt Sorensen, Chair
McLean County Board

Kevin P. Fitzgerald
Resident Circuit Judge

Attested by: Peggy Ann Milton
Clerk of the County Board
McLean County, IL

Darrell L. Hartweg, President
McLean County Bar Association

MEMORANDUM OF AGREEMENT

This Agreement is entered into this 2nd day of May, 1988, between the County of McLean ("County") and the McLean County Bar Association, a voluntary unincorporated association ("Association");

County and Association acknowledge that the County has, by resolution, created a McLean County Law library which is temporarily located in the McLean County Law and Justice Center and in the Unity Building. The Association has for many years maintained a law library which is currently located in the Unity Building. Both County and the Association agree that it is in their best interests to merge these libraries. To accomplish this merger, the parties agree as follows:

1. The Association hereby conveys and transfers to the County all of the books that are currently in its law library located on the third floor of the Unity Building, Bloomington, Illinois, and in space adjacent to Prairie Legal Services as noted and described in Exhibit C attached hereto. The only exception shall be the West United States Code Annotated which shall be the property of Prairie State Legal Services.

2. The County accepts the transfer of the Association's library and agrees to maintain and update it so that all services are current.

3. The Association agrees to donate the sum of \$7,500.00 to the McLean County Law Library Fund with the execution of this

receive back at no charge the books described in Exhibit C.

IN WITNESS WHEREOF, the parties have signed this Agreement
the date set forth above.

McLean County Bar Association,
a voluntary unincorporated association

County of McLean

By *John R. Luedtke*
John R. Luedtke, President

By *Mary Truelich*
Chairman, McLean County Board

Attest:
Helen E. Ozar
Secretary

Attest:
Jeanette Bassett
Clerk of McLean County

An Ordinance of the McLean County Board
 Amending the 2007 Combined
 Appropriation and Budget Ordinance for Fund 0102

WHEREAS, Chapter 55, Section 5/6-1003 of the Illinois Compiled Statutes (1992) allows the County Board to approve appropriations in excess of those authorized by the budget; and,

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2007 appropriation in Fund 0102 Dental Sealant Grant, and the Board of Health and Finance Committee concur; and,

WHEREAS, the County Board concurs that it is necessary to approve such amendment, now, therefore,

BE IT ORDAINED AS FOLLOWS:

1. The Treasurer is requested to increase revenue line 0102-0061-0062-0407-4000 by \$40,000 from \$167,223 to \$207,223.
2. That the County Auditor is requested to increase the appropriations of the following line item accounts in Fund 0102, Department 0061, Program 0062, Dental Sealant Grant as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0620-0001	Op/Office Supplies	\$ 1,200	\$ 3,000	\$ 4,200
0741-0001	Equip Maintenance	\$ 1,240	\$ 4,000	\$ 5,240
0752-0001	Dental Services	\$ 97,734	\$ 27,300	\$125,034
0773-0001	Non-Cont Services	\$ 2,000	\$ 5,700	\$ 7,700
TOTALS:		\$102,174	\$ 40,000	\$142,174

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

Adopted by the County Board of McLean County this _____ day of _____, 2007.

ATTEST:

APPROVED:

 Peggy Ann Milton, Clerk of
 the McLean County Board of
 the County of McLean
 F:\adm\budg\07Dentalamend

 Matt Sorensen Chairman of the
 McLean County Board

Budget Amendment Narrative
Grant Fund 0102
Dental Sealant Grant

The McLean County Health Department is requesting an amendment to Fund 0102 Dental Sealant Grant in the amount of \$40,000 for fiscal year 2007. The dental program of the Health Department operates on a variable revenue stream with funds being generated by billed services to the Illinois Department of Health and Family Services (formally the Illinois Department of Public Aid), Illinois Department of Public Health Dental Sealant Grant and self pay services to clients with no alternate sources of dental coverage. The revenue and corresponding available resources for expenditures is controlled by the amount of billed services provided by the program throughout the year. During FY2007 the program generated more revenue than was anticipated when the original budget was developed back in early 2006. This was based upon a greater number of service hours worked by the contractual dentist and the corresponding additional billed services provided resulting in \$40,000 + in additional revenue.

Expenses associated with the additional contract work by the dentist, additional program supplies, repairs of dental equipment and Non-Contractual expenses associated with the provision of interpreter services for non-English speaking clients are reflected in the requested amendment.

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2007
 Combined Annual Appropriation and Budget Ordinance
 General Fund 0001, Circuit Court 0016

WHEREAS, the McLean County Board, on November 21, 2006, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2007 Fiscal Year beginning January 1, 2007 and ending December 31, 2007; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Circuit Court; and,

WHEREAS, to date, the Circuit Court has experienced a significant increase in a number of line item expenses that are directly related to the number and types of cases that have been heard by the Circuit Court; and,

WHEREAS, the County Auditor's Office has advised the Circuit Court that it is necessary to prepare a Budget Amendment to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, December 4, 2007, approved and recommended to the County Board an Emergency Appropriation Ordinance to cover the extraordinary expenses incurred to date and to provide additional budget authority for future expenses to be incurred by the Circuit Court; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the General Fund 0001 in the amount of \$ 71,500.00 as follows:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
County Board 0001-0001-0001-0400.0000	\$ 0.00	\$ 71,500.00	\$ 71,500.00

2. That the County Auditor is directed to add to the appropriated budget of the Circuit Court the following appropriations:

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Schools/Conferences 0001-0016-0016-0718.0001	\$ 2,500.00	\$ 3,200.00	\$ 5,700.00

(2)

	<u>ADOPTED</u>	<u>INCREASE</u>	<u>AMENDED</u>
Court Appointed Attorney 0001-0016-0016-0721.0001	\$ 40,000.00	\$ 17,200.00	\$ 57,200.00
Special Defender Expense 0001-0016-0016-0722.0001	\$ 13,000.00	\$ 26,800.00	\$ 39,000.00
Psychiatric/Psychological Expenses 0001-0016-0016-0723.0001	\$ 5,000.00	\$ 3,000.00	\$ 8,000.00
Juror Expenses 0001-0016-0016-0727.0001	\$ 118,000.00	\$ 10,200.00	\$ 128,200.00
Juror Meals 0001-0016-0016-0727.0002	\$ 17,500.00	\$ 5,600.00	\$ 23,100.00
Juror Parking 0001-0016-0016-0727.0003	\$ 19,000.00	\$ 2,500.00	\$ 21,500.00
Non-Contractual Services 0001-0016-0016-0773.0001	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00
Total Increase:		\$71,500.00	

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Trial Court Administrator of the Eleventh Circuit Court..

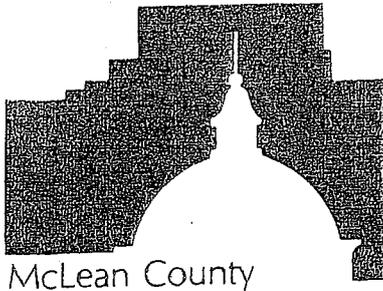
ADOPTED by the County Board of McLean County this 18th day of December, 2007.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board



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

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

November 27, 2007

TO: Mr. Tari Renner, Chairman
Justice Committee
FROM: Sheriff Mike Emery
SUBJ: December 6, 2007 JUSTICE COMMITTEE AGENDA

Dear Chairman Renner:

I would respectfully request that the following items be placed on the December 6th, 2007 Justice Committee Agenda.

Action

1) **Task Force Six Grant.**

McLean County is host agency for the Illinois State Police Task Force Six Multi-Jurisdictional Narcotics Unit. This grant is a monetary pass through grant and McLean County has no financial obligation. Being host agency, this grant is monitored and managed by the McLean County Auditors' Office, and falls under the ordinances enacted by The McLean County Board that regulates all grants received in McLean County Government.

Information

- 1) **Memorandum of Understanding with Children's Foundation**
(please see attached).
- 2) **McLean County Detention Facility Population Report:** (Please see attached).

Sincerely,


Mike Emery
Sheriff

General Grant Information

<u>Requesting Agency or Department:</u> McLean County Sheriff's Department on behalf of Task Force 6 Narcotics Unit #405220		<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
<u>Granting Agency:</u> Department of Justice/Ofc of Justice Programs		<u>Grant Type:</u> <input checked="" type="checkbox"/> Federal, CFDA #: 16.579 <input type="checkbox"/> State <input type="checkbox"/> Other	
<u>Grant Title:</u> Expanding Multi-Jurisdictional Narcotics Units Task Force 6		<u>Grant Date:</u> Start: 10/1/2007 End: 9/30/2008	
<u>Grant Amount:</u> \$64,106.00		<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
<u>Match Amount (if applicable):</u> Required Match :\$21,369.00 Overmatch: \$80,833.00		<u>Expected Initial Receipt Date:</u>	
<u>Grant Total Amount:</u> \$166,358.00		<u>Source of Matching Funds (if applicable):</u> McLean County, Task Force 6	
<u>Will it be likely to obtain this grant again next FY?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<u>Equipment Pass Through?</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <u>Monetary Pass Through?</u> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

<u>Will personnel be supported with this grant:</u> <input type="checkbox"/> Yes (complete personnel portion below) <input checked="" type="checkbox"/> No		<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Grant Expense Chart</th> </tr> <tr> <th style="width: 70%;">Personnel Expenses</th> <th style="width: 30%;">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td></td> </tr> <tr> <td>Personnel Cost</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Total Personnel Cost</td> <td style="text-align: right;">\$</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>Equipment</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Other</td> <td style="text-align: right;">\$166,358.00</td> </tr> <tr> <td>Total Additional Expenses</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>GRANT TOTAL</td> <td style="text-align: right;">\$166,358.00</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:		Personnel Cost	\$	Fringe Benefit Cost	\$	Total Personnel Cost	\$	Additional Expenses		Subcontractors	\$	Equipment	\$0.00	Other	\$166,358.00	Total Additional Expenses	\$0.00	GRANT TOTAL	\$166,358.00	<u>Description of equipment to be purchased:</u> N/A	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:																											
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Total Additional Expenses	\$0.00																										
GRANT TOTAL	\$166,358.00																										
		<u>Description of subcontracting costs:</u>																									
		<u>Other requirements or obligations:</u> Monetary Pass Thru Grant to Task Force 6 Narcotics Unit.																									

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

Responsible Personnel for Grant Reporting and Oversight:

Mike Amey
 Department Head Signature

10/08/07
 Date

N/A
 Grant Administrator/Coordinator Signature (if different)

 Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

COPY

PROGRAM TITLE: Expanding Multi-Jurisdictional Narcotics Units

AGREEMENT NUMBER: 405220

PREVIOUS AGREEMENT NUMBER(S): 405020, 404020, 403020, 402020, 401020, 400020, 4920, 4815, 4700, 4625, 4522, 4416

ESTIMATED START DATE: October 1, 2007

SOURCES OF PROGRAM FUNDING:

Justice Assistance Grant FFD 05 Funds	\$ 64,106
Matching Funds	\$ 21,369
Over-Matching Funds	\$ 80,883
Total:	\$166,358

IMPLEMENTING AGENCY: County of McLean

ADDRESS: Government Center
115 E. Washington, Suite 401
Bloomington, IL 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: **Matt Sorensen**
Chairman, McLean County Board
(309) 888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil
Treasurer, County of McLean
(309) 888-5180

PROGRAM AGENCY: Task Force Six

ADDRESS: P.O. Box 1511
Bloomington, IL 61702-1511

PROGRAM DIRECTOR: M/Sgt. Ben Halloran
Task Force Six Commander
(309) 452-9961
hallorb@isp.state.il.us

FISCAL CONTACT PERSON: Jennifer Miller
County of McLean
Bookkeeper
(309) 888-5033
(309) 888-5072
Jennifer.miller@mcleancountyil.gov

PROGRAM CONTACT PERSON: Michael J. Reidy
Chief of Police, City of Clinton
(217) 935-9441
(217) 935-4219
mreidy@clintonillinois.com

Grant Program (circle applicable federal grant program):
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 405220 Federal Grant Award Amount: \$ 64,106.00

Grantee/Organization Name (hereafter referred to as the "Entity"): COUNTY OF McLEAN

Address: 104 W. Frant Street, Room 105
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033 Fax #: 309/888-5072 E-mail address:
jennifer.miller@mcleancountyil.gov

SECTION A. CERTIFICATION (EEO NOT REQUIRED)

I _____ [responsible official] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEO FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

- ENTITY HAS LESS THAN 50 EMPLOYEES
 ENTITY IS A NON-PROFIT ORGANIZATION
 ENTITY IS AN INDIAN TRIBE
 ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000
 ENTITY IS A MEDICAL INSTITUTION
 ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Responsible Official]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEO REQUIRED AND ON FILE)

(For information regarding EEO development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, Matt Sorensen, County Board Chairman [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEO is on file in the office of County of McLean Government Center

[agency/organization name], at 115 E. Washington, Suite 401

Bloomington, IL 61701 [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

Matt Sorensen
[Signature of Responsible Official]

Matt Sorensen, County Board Chairman

[Print Name and Title]

10/02/07
[Date]

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOJTIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): COUNTY OF McLEAN

Address: 104 W. Front Street, Room 105
Bloomington, IL 61701

Contact Person: Jennifer Miller

Telephone #: 309/888-5033

Fax #: 309/888-5072

E-mail address:

jennifer.miller@mcleancountyil.gov

Grant Number/Contract Name: #405220 Expanding Multi-Jurisdictional Narcotics Unit

Certification Statement:

I, Matt Sorensen [Responsible Official], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

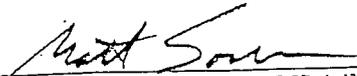
In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS

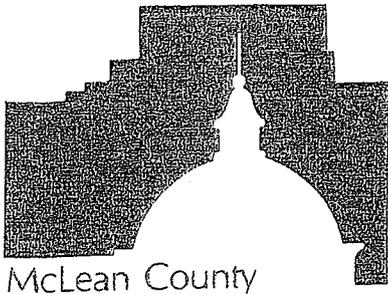
THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You MUST attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)

All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached


[Signature of Responsible Official]

County Board Chairman
[Title]

10/02/07
[Date]



McLean County

EMERGENCY MANAGEMENT AGENCY

(309) 888-5020 FAX: (309) 888-5534

104 W. Front St., Room B10 P.O. Box 2400

Bloomington, Illinois 61702-2400

To: Chairman, Justice Committee, McLean County Board
From: ^{Curtis} Curtis Hawk, EMA Director
Date: November 16, 2007
Re: Consideration of Resolution for Mutual Aid Agreement

I am requesting that the attached Resolution be considered for review at the next Justice Committee meeting on December 4, 2007 for your approval and recommendations to the County Board.

I have attached the Resolution adopting the Illinois Emergency Management Mutual Aid System Agreement between McLean County and the Illinois Emergency Services Management Association.

I have also included a copy of the Mutual Aid Intergovernmental Service Agreement "Exhibit A" that would follow for the Chairman's Signature upon the Committee's approval of the Resolution.

Should you have any questions, please feel free to contact any me at 309-888-5020

Thank you,

RESOLUTION OF THE McLEAN COUNTY BOARD
AUTHORIZING PARTICIPATION AS A MEMBER IN THE
ILLINOIS EMERGENCY MANAGEMENT MUTUAL AID SYSTEM RESPONSE
PURSUANT TO AN INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN THE COUNTY OF McLEAN AND THE
ILLINOIS EMERGENCY SERVICES MANAGEMENT ASSOCIATION

WHEREAS, the County of McLean, Illinois, a body politic and corporate, pursuant to Illinois law and County ordinance, has established the McLean County Emergency Management Agency (the "EMA"); and,

WHEREAS, at any given time, an emergency may occur that is beyond the capacities of the County EMA to respond effectively with necessary personnel, equipment and material resources; and,

WHEREAS, by approving and adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement, the County EMA agrees to assist a nearby member jurisdiction(s) by assigning personnel, equipment and/or material resources as necessary and feasible; and,

WHEREAS, by approving and adopting the Illinois Emergency Management Mutual Aid System Intergovernmental Service Agreement, the County EMA shall be able to call upon the resources of a nearby member jurisdiction(s) and request that personnel, equipment and/or material resources be provided to assist the County EMA; and,

WHEREAS, said Intergovernmental Service Agreement is authorized in the Illinois Emergency Management Act, 20 *ILCS* 3305/13 (2006) and pursuant to County Ordinances that permit participation in various mutual aid agreements; and,

WHEREAS, it is in the best interests of the County EMA to plan for and provide adequate emergency services and assistance to the residents of the County; and,

WHEREAS, by approving and adopting the Intergovernmental Service Agreement, the County EMA will be able to access and utilize resources of a nearby member jurisdiction(s) when responding to an emergency in the County and the County EMA will be able to assign resources to a nearby member jurisdiction(s) to assist with an emergency; now, therefore,

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

(2)

Section 1) The McLean County Board hereby approves and incorporates the above and foregoing recitals as findings of fact in this Resolution.

Section 2) The McLean County Board hereby approves and authorizes the County EMA to participate as a member of the Illinois Emergency Management Mutual Aid System, pursuant to the provisions of the Mutual Aid Intergovernmental Service Agreement.

Section 3) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Director of the County EMA, the McLean County Sheriff, the First Civil Assistant State's Attorney and the County Administrator.

ADOPTED by the McLean County Board this 18th day of December, 2007.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

Illinois Emergency Management
MUTUAL AID SYSTEM
AGREEMENT

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)" that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this Agreement.

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

WHEREAS, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the foregoing recitals, the Unit's membership in the Illinois Emergency Management Mutual Aid System (IEMMAS) and the covenants contained herein,
THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Illinois Emergency Management Mutual Aid System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. " Illinois Emergency Management Mutual Aid System" (hereinafter referred to as "IEMMAS"): A definite and prearranged plan whereby response and assistance is provided to a affected/stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the IEMMAS member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city or county having an Emergency Management Program accredited/certified by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the IEMMAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of; IEMMAS
- C. "Affected/stricken Unit": A Member Unit which requests aid through the Illinois Emergency Management Agency in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to an affected/stricken Unit;
- E. "Emergency/Disaster": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the affected / stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

- F. "IEMA Regions": The geographically associated Member Units or unit of which have been grouped for operational efficiency and representation of those Member Units.
- G. "Training": The regular scheduled practice of emergency procedures during non-emergency drills/exercise to implement the necessary joint operations of IEMMAS.
- H. "Executive Board": The governing body of IEMMAS is comprised of the IEMMAS Team Leaders and Assistant Team Leaders, of whom are members of the Illinois Emergency Services Management Association.

SECTION THREE

Authority and Action to Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Emergency Manager / Coordinator or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the IEMMAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.
- B. Whenever an emergency / disaster occurs and conditions are such that the Emergency Manager / Coordinator, or his designee, of the affected / stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify IEMA of the nature and location of the emergency / disaster and the type and amount of equipment and personnel and/or services requested from the IEMMAS.

C. The Emergency Manager / Coordinator, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Establish the incident command system at the site of the emergency.
2. Determine what equipment, personnel and/or services is requested according to the system maintained by IEMMAS;
3. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the affected/stricken Unit;
4. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the affected/stricken unit in accordance with the procedures of IEMMAS;
5. Notify the affected / stricken unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Incident Management System

The National Incident Management System shall be the standard under which this Agreement shall function. The purpose of the incident management system shall be to provide structure and coordination to the management of emergency incident operations in order to provide for the safety and health of emergency service organization personnel and other persons involved in those activities. Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the State Incident Commander at the Forward Command Post. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Emergency Manager / Coordinator or his designee; provided, however, that the party withdrawing such aid shall notify the State Incident Commander at the Forward Command Post of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: personal injury, property damage. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The State of Illinois shall provide workman compensation and comprehensive liability insurance. Upon request, Member Units shall provide such evidence as herein provided to the IEMMAS members.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims,

demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the affected / stricken unit of the Aiding Unit's inability to respond; however, failure to immediately notify the affected / stricken unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the IEMMAS specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN

Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor of entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by IEMMAS without prior written consent of the parties hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the IEMMAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of IEMMAS

The Executive Board of IESMA is hereby identified as the authority to consider, adopt and amend from time to time, as needed, rules, procedures, by-laws and any other matters deemed necessary. The Executive Board shall consist of 3 members appointed from within each IEMMAS who shall serve as the voting representative of said region on IEMMAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective region and shall have all rights and privileges attendant to a representative of that region. The IESMA Executive Board as provided for in the by laws shall coordinate the activities of the IEMMAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules and procedures of the IEMMAS.

SECTION EIGHTEEN

Rules and Procedures

Rules, procedures of the IEMMAS shall be established by the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the IEMMAS.

SECTION NINETEEN

Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures of the IEMMAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this MUTUAL AID SYSTEM Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Illinois Emergency Management Mutual Aid System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

McLean County Board
Political Entity

Illinois Emergency Service Management
Association

Matt Sorensen, Chairman

President

Date

Date

IEMMAS Chairperson

Date

ATTEST:

ATTEST:

Title

Title

Date

Date

IEMMAS-ILLINOIS-CITY-VILLAGE-DISTRICT-AGREEMENT