



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Tuesday, December 2, 2008
4:30 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – October 28, 2008 (November Meeting)
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Judy Renner, Director, Children's Advocacy Center
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance – Children's Advocacy Center Fund 0129, Children's Advocacy Center 0062 1-2
 - 2) Items to be Presented for Information:
 - a) Monthly Statistical Report 3
 - b) CASA Report 4
 - c) General Report
 - d) Other
 - B. Don Everhart, McLean County Circuit Clerk
 - 1) Items to be Presented for Information:
 - a) Statistical Reports, October 2008 5-13
 - b) General Report
 - c) Other

- C. Mike Emery, McLean County Sheriff
- 1) Items to be Presented for Action:
 - a) Request Approval of Ecolab Chemical Quote 14-36
 - b) Request Approval of a Letter of Understanding between the McLean County Board and the Regional Office of Education for McLean and DeWitt Counties regarding the McLean County Jail Education Program 37-39
 - c) Request Approval of Contract with Mr. Anthony Watson for Inmate Chaplain Services 40-41
 - d) Request Approval of Dietary Consultant Agreement with Ms. Margery R. Ruch, Registered Dietitian 42
 - e) Request Approval of an Intergovernmental Agreement between the County of McLean and the Illinois State University for Centralized Booking 43-45
 - f) Request Approval of an Intergovernmental Agreement between the County of McLean and the Town of Normal for Centralized Booking 46-47
 - g) Request Approval of an Intergovernmental Agreement between the County of McLean and the City of Bloomington for Centralized Booking 48-49
 - h) Request Approval of Contract with Ms. Mary Ann Tully, Life Skills Instructor 50-51
 - i) Request Approval of Amendment to the Intergovernmental Agreement by and between The County of McLean, the McLean County Sheriff and the Bloomington-Normal Airport Authority 52-54
 - 2) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report, November 2008 55-56
 - b) General Report
 - c) Other
- D. Beth C. Kimmerling, McLean County Coroner
- 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Coroner's Office 0031 57-60

| | | |
|----|--|-------|
| 2) | <u>Items to be Presented for Information:</u> | |
| a) | Monthly Report, October 2008 | 61 |
| b) | General Report | |
| c) | Other | |
| E. | Bill Yoder, McLean County State's Attorney | |
| 1) | <u>Items to be Presented for Information:</u> | |
| a) | Monthly Caseload Report | 62 |
| b) | Asset Forfeiture Fund Report | 63 |
| c) | General Report | |
| d) | Other | |
| F. | Joan Naour, Director, Correctional Health Services | |
| 1) | <u>Items to be Presented for Action:</u> | |
| a) | Request Approval of Renewal of a Contract with OSF HealthCare System and Kenneth Inoue, M.D., for Physician Services at the McLean County Adult Detention Facility | 64-69 |
| b) | Request Approval for Renewal of a Contract with McLean County Center for Human Services For Mental Health Services at the McLean County Adult Detention Facility | 70-75 |
| c) | Request Approval of the Renewal of an Agreement with Merle Pharmacy No. 1, Inc. for Pharmaceutical Services at the McLean County Adult Detention Facility | 76-81 |
| 2) | <u>Items to be Presented for Information:</u> | |
| a) | General Report | |
| b) | Other | |
| G. | Amy Davis, Public Defender | |
| 1) | <u>Items to be Presented for Action:</u> | |
| a) | Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender's Office | 82-85 |
| b) | Request approval of a contract between Terry Dodds, Special Public Defender, and the Public Defender's Office | 86-89 |
| c) | Request approval of a contract between David Rumley, Special Public Defender, and the Public Defender's Office | 90-93 |
| d) | Request approval of a contract between Alan Novick, Special Public Defender, and the Public Defender's Office | 94-97 |

- e) Request approval of a contract between Keith Davis, Special Public Defender, and the Public Defender's Office 98-101
 - 2) Items to be Presented for Information:
 - a) Monthly Caseload Report, October 2008 102-104
 - b) General Report
 - c) Other
- H. Lori McCormick, Director, Court Services
- 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2008 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Court Services Department 0022 (U.S. Department of Justice Drug Court Grant) 105-106
 - b) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2009 Combined Annual Appropriation and Budget Ordinance General Fund 0001, Court Services Department 0022 (U.S. Department of Justice Drug Court Grant) 107-108
 - c) Request Approval of a Contract with Cathy Vogel for Counseling Services with McLean County Juvenile Detention Center 109-114
 - d) Request Approval of Amendment to the Contract with OSF HealthCare Systems for McLean County Juvenile Detention Center Physician 115-116
 - e) Request Approval to Accept a Re-Deploy Illinois Grant 117
 - 2) Items to be Presented for Information:
 - a) Court Services Adult/Juvenile Division Statistics, October 2008 118-119
 - b) Juvenile Detention Center – McLean County Statistics, 2008 120-122
 - c) Juvenile Detention Center – Out of County Statistics, 2008 123-124
 - d) General Report
 - e) Other
5. Other Business and Communication
- A. Set Meeting Day and Time for Justice Committee
6. Recommend payment of Bills and Transfers, if any, to the County Board
7. Adjournment

An EMERGENCY APPROPRIATION Ordinance
 Amending the McLean County Fiscal Year 2009
 Combined Annual Appropriation and Budget Ordinance
 Children's Advocacy Center Fund 0129
 Children's Advocacy Center 0062

WHEREAS, the McLean County Board, on November 18, 2008, 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 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062; and,

WHEREAS, the Children's Advocacy Center has been awarded additional grant funding from the Child Protection Network; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, December 2, 2008, approved and recommended to the County Board an Emergency Appropriation Ordinance in the amount of \$4,800.00 to account for the receipt and expenditure of the grant funding received from the Child Protection Network; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the fiscal year 2009 appropriated budget of the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062, the amount of \$4,800.00 as follows:

| | <u>APPROVED</u> | <u>ADD</u> | <u>AMENDED</u> |
|--|-----------------|-------------|----------------|
| Child Protection Network 0129-0062-0021-0410.0101 | \$95,283.00 | \$ 4,800.00 | \$100,083.00 |

2. That the County Auditor is directed to add to the appropriated budget of the Children's Advocacy Center, Fund 0129, Children's Advocacy Center, Department 0062, the following appropriation:

| | <u>APPROVED</u> | <u>ADD</u> | <u>AMENDED</u> |
|--|-----------------|-------------|----------------|
| Office Rental. 0129-0062-0021-0790.0003 | \$ 0.00 | \$ 4,800.00 | \$ 4,800.00 |

(2)

3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of the Children's Advocacy Center.

ADOPTED by the County Board of McLean County this 16th day of December, 2008.

ATTEST:

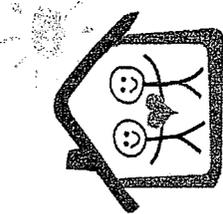
APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

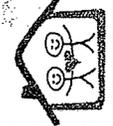
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11/20/08

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



| | 2007 INTERVIEWS VIC/OTHER/TOT INT. | 1ST. INTERVIEW 2008 MONTH/YTD | JUV. SUSPECT INTERVIEW 2008 | SIB/WITNESS INTERVIEW 2008 | 2ND INTERVIEW 2008 | OUT OF COUNTY INTERVIEW 2008 | TOTAL MONTHLY INTERVIEWS | YTD TOTALS |
|---------------------------|--|--|-----------------------------------|----------------------------------|--------------------------|------------------------------------|-----------------------------|---------------|
| JANUARY | 16/6/22 | 10 | 0 | 0 | 0 | 1 | 11 | 11 |
| FEBRUARY | 40/2/42 | 22/32 | 0 | 4 | 1 | 1 | 28 | 39 |
| MARCH | 19/13/32 | 20/52 | 1 | 4 | 0 | 1 | 26 | 65 |
| APRIL | 11/7/18 | 17/69 | 0 | 6 | 3 | 2 | 28 | 93 |
| MAY | 27/6/33 | 21/90 | 0 | 4 | 0 | 2 | 27 | 120 |
| JUNE | 17/7/24 | 15/105 | 0 | 3 | 0 | 0 | 18 | 138 |
| JULY | 15/1/16 | 22/127 | 0 | 5 | | 1 | 28 | 166 |
| AUGUST | 21/8/29 | 22/149 | 0 | 2 | 1 | 1 | 26 | 192 |
| SEPTEMBER | 16/6/22 | 24/173 | 1 | 2 | 0 | 3 | 30 | 222 |
| OCTOBER | 31/2/33 | 14/187 | 1 | 5 | 0 | 0 | 20 | 242 |
| NOVEMBER | 9/8/17 | | | | | | | |
| DECEMBER | 21/9/30 | | | | | | | |
| YEAR TO DATE TOTALS | 243/75/318 | | | | | | | |
| 2007 YEAR END | 243/75/318 | 187 | 3 | 35 | 5 | 12 | 242 | 242 |
| | 13% INCREASE OVER 2006 | | | | | | | |

CAÇA Monthly Statistics FY08

|  | New Children Cases Assigned | Child Cases Closed | Children Awaiting CAÇA Assignment | Total Children Served | CAÇAs Assigned | Total Number of Assigned CAÇAs | Reported CAÇA Volunteer Hours | CAÇAs Trained | Reports Filed | Court Hearings Attended |
|---|-----------------------------|--------------------|-----------------------------------|-----------------------|----------------|--------------------------------|-------------------------------|---------------|---------------|-------------------------|
| January | 0 | 4 | 11 | 112 | 0 | 60 | 100 | in progress | 10 | 19 |
| February | 5 | 9 | 19 | 108 | 2 | 60 | 145 | in progress | 9 | 16 |
| March | 0 | 0 | 19 | 108 | 0 | 60 | 221 | 6 | 7 | 15 |
| April | 0 | 4 | 19 | 104 | 0 | 59 | 225 | 0 | 7 | 5 |
| May | 2 | 5 | 19 | 100 | 2 | 57 | 196 | 0 | 7 | 19 |
| June | 6 | 3 | 20 | 109 | 2 | 61 | 177 | in progress | 2 | 6 |
| July | 10 | 6 | 28 | 108 | 3 | 59 | 182 | 4 | 7 | 22 |
| August | 3 | 3 | 26 | 108 | 1 | 57 | 152 | 0 | 4 | 7 |
| September | 3 | 3 | 28 | 108 | 1 | 56 | 153 | in progress | 5 | 23 |
| October | 16 | 7 | 15 | 116 | 5 | 58 | 145 | in progress | 4 | 14 |
| November | | | | | | | | | | |
| December | | | | | | | | | | |
| YTD Totals | 45 | 44 | 15 | 159 | 16 | 58 | 1696 | 10 | 62 | 146 |

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

| CATEGORY | BEGIN PENDING | CODE | NEW FILED | REINSTATED | DISPOSED | END PENDING 2008 | END PENDING 2007 |
|-----------------------------|---------------|------|-----------|------------|----------|------------------|------------------|
| Adoption | 26 | AD | 11 | 0 | 4 | 33 | 27 |
| Arbitration | 288 | AR | 71 | 18 | 99 | 278 | 324 |
| Chancery | 313 | CH | 46 | 0 | 21 | 338 | 316 |
| Dissolution of Marriage | 467 | D | 52 | 0 | 65 | 454 | 453 |
| Eminent Domain | 0 | ED | 0 | 0 | 0 | 0 | 0 |
| Family | 260 | F | 33 | 2 | 45 | 250 | 326 |
| Law => \$50,000 - Jury | 306 | L | 4 | 0 | 5 | 305 | 299 |
| Law => \$50,000 - Non-Jury | 225 | L | 10 | 0 | 7 | 228 | 200 |
| Law = < \$50,000 - Jury | 2 | LM | 0 | 1 | 1 | 2 | 0 |
| Law = < \$50,000 - Non-Jury | 247 | LM | 114 | 1 | 129 | 233 | 226 |
| Municipal Corporation | 0 | MC | 0 | 0 | 0 | 0 | 0 |
| Mental Health | 11 | MH | 25 | 0 | 26 | 10 | 21 |
| Miscellaneous Remedy | 189 | MR | 23 | 0 | 20 | 192 | 124 |
| Order of Protection | 28 | OP | 25 | 0 | 26 | 27 | 32 |
| Probate | 1,205 | P | 33 | 0 | 15 | 1,223 | 1,145 |
| Small Claim | 880 | SC | 278 | 28 | 295 | 891 | 1,098 |
| Tax | 9 | TX | 0 | 0 | 0 | 9 | 8 |
| TOTAL CIVIL | 4,456 | | 725 | 50 | 758 | 4,473 | 4,599 |

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

| | BEGIN PENDING | CODE | NEW FILED | NO. OF DEFTS. NEW | REINSTATED | DISPOSED | END PENDING 2008 | END PENDING 2007 |
|----------------------|---------------|------|-----------|-------------------|------------|----------|------------------|------------------|
| CONTEMPT OF COURT | 13 | C.C. | 12 | 12 | 0 | 11 | 14 | 2 |
| CRIMINAL FELONY | 896 | CF | 123 | 123 | 1 | 119 | 901 | 808 |
| CRIMINAL MISDEMEANOR | 1,215 | CM | 248 | 248 | 2 | 259 | 1,206 | 1,026 |
| TOTAL CRIMINAL | 2,124 | | 383 | 383 | 3 | 389 | 2,121 | 1,836 |

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF OCTOBER 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

| CATEGORY | BEGIN PENDING | CODE | NEW FILED | NO. OF DEFTS. NEW | REINSTATED | DISPOSED | END PENDING 2008 | END PENDING 2007 |
|--------------------------|---------------|------|-----------|-------------------|------------|----------|------------------|------------------|
| JUVENILE | 8 | J | 0 | 0 | 0 | 0 | 8 | 6 |
| JUVENILE ABUSE & NEGLECT | 427 | JA | 22 | 22 | 0 | 19 | 430 | 426 |
| JUVENILE DELINQUENT | 252 | JD | 13 | 13 | 2 | 12 | 255 | 131 |
| TOTAL JUVENILE | 687 | | 35 | 35 | 2 | 31 | 693 | 563 |

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

| CATEGORY | BEGIN PENDING | CODE | NEW FILED | REINSTATED | DISPOSED | END PENDING 2008 | END PENDING 2007 |
|-----------------------------|---------------|------|-----------|------------|----------|------------------|------------------|
| CONSERVATION VIOLATION | 26 | CV | 1 | 0 | 4 | 23 | 17 |
| DRIVING UNDER THE INFLUENCE | 439 | DT | 64 | 0 | 64 | 439 | 555 |
| ORDINANCE VIOLATION | 794 | OV | 313 | 0 | 216 | 891 | 901 |
| TRAFFIC VIOLATION | 12,695 | TR | 3,233 | 18 | 3,851 | 12,095 | 14,791 |
| TOTALS: | 13,954 | | 3,611 | 18 | 4,135 | 13,448 | 16,264 |

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

| | | NOT CONVICTED | | | | | CONVICTED | | | TOTAL DEFENDANTS DISPOSED OF |
|-------|--------|---------------------------|-----------|----------------------|----------------|---------------|----------------|----------------|---------------|------------------------------------|
| NOLLE | S.O.L. | REDUCED TO MISDEMEANOR | DISMISSED | OTHER (2) **** | ACQUITTED BY | | GUILTY PLEA | BENCH TRIAL | JURY TRIAL | |
| | | | | | BENCH TRIAL | JURY TRIAL | | | | |
| 19 | 0 | 7 | 0 | 0 | 0 | 4 | 82 | 3 | 4 | 119 |

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

****TRANSFERS TO WARRANT CALENDAR

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

| MONTH | NOT CONVICTED | | | | | | | | | | CONVICTED | | | TOTAL DEFENDANTS DISPOSED OF |
|-------|---------------|--------|---------------------------|-----------|-----------|----------------|---------------|----------------|----------------|---------------|-----------|--|--|------------------------------------|
| | NOLLE | S.O.L. | REDUCED TO MISDEMEANOR | DISMISSED | OTHER (2) | ACQUITTED BY | | GUILTY PLEA | BENCH TRIAL | JURY TRIAL | | | | |
| | | | | | | BENCH TRIAL | JURY TRIAL | | | | | | | |
| JAN | 15 | 0 | 6 | 0 | 6 | 1 | 1 | 90 | 2 | 2 | 123 | | | |
| FEB | 7 | 0 | 4 | 1 | 0 | 1 | 1 | 89 | 0 | 3 | 106 | | | |
| MAR | 7 | 0 | 1 | 0 | 4 | 1 | 2 | 55 | 1 | 0 | 71 | | | |
| APR | 22 | 0 | 4 | 0 | 4 | 1 | 0 | 90 | 2 | 0 | 123 | | | |
| MAY | 3 | 0 | 8 | 0 | 0 | 0 | 1 | 87 | 2 | 3 | 104 | | | |
| JUNE | 8 | 0 | 5 | 0 | 7 | 0 | 1 | 58 | 0 | 1 | 80 | | | |
| JULY | 14 | 0 | 7 | 0 | 2 | 2 | 0 | 129 | 4 | 5 | 163 | | | |
| AUG | 28 | 0 | 7 | 0 | 5 | 1 | 2 | 144 | 1 | 11 | 199 | | | |
| SEPT | 10 | 0 | 5 | 0 | 5 | 0 | 1 | 87 | 1 | 1 | 110 | | | |
| OCT | 19 | 0 | 7 | 0 | 0 | 0 | 4 | 82 | 3 | 4 | 119 | | | |
| NOV | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| DEC | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| TOTAL | 133 | 0 | 54 | 1 | 33 | 7 | 13 | 911 | 16 | 30 | 1198 | | | |

(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 2008
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

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

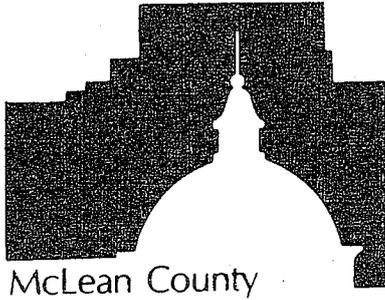
TOTAL NUMBER OF CONVICTED FELONIES: 89

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 | 3 | 9 | 8 | 4 | 14 | 38 |
| 4. PROBATION | 0 | 0 | 2 | 5 | 11 | 24 | 42 |
| 5. OTHER | 0 | 0 | 0 | 1 | 3 | 5 | 9 |
| TOTALS: | 0 | 3 | 11 | 14 | 18 | 43 | 89 |

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

| | <u>EMERGENCY</u> | <u>INTERIM</u> | <u>PLENARY</u> |
|---------------|------------------|----------------|----------------|
| DIVORCE | 0 | 0 | 1 |
| FAMILY (OP) | 23 | 0 | 10 |
| CRIMINAL | 2 | 0 | 4 |
| TOTAL: | 25 | 0 | 15 |



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 24, 2008

TO: Mr. Tari Renner, Chairman Justice Committee
FROM: Sheriff Mike Emery
RE: December 2, 2008, Justice Committee Meeting

I would respectfully request that the following items be placed on the December 2, 2008, Justice Committee Agenda for Action and Information.

ACTION

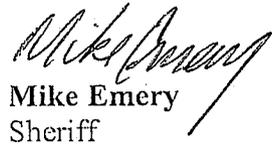
- 1) Mclean County Detention Facility Ecolab Chemical Quote: (Please see attached.)
- 2) Letter of Understanding between the Mclean County Board and the Regional Office of Education for Mclean and Dewitt Counties Regarding the Mclean County Jail Education Program: (Please see attached.)
- 3) Contract for Inmate Chaplain: (Please see attached.)
- 4) Dietary Consultant Agreement: (Please see attached.)
- 5) Intergovernmental Agreement between the County of Mclean and the Board of Trustees of Illinois State University: (Please see attached.)
- 6) Intergovernmental Agreement between the County of Mclean and the Town of Normal: (Please see attached.)
- 7) Intergovernmental Agreement between the County of Mclean and the City of Bloomington: (Please see attached.)
- 8) Contract- Life Skills Instructor: (Please see attached.)
- 9) Amendment to the Intergovernmental Agreement by and between the County of Mclean, the Mclean County Sheriff and the Bloomington-Normal Airport Authority: (Please see attached.)

INFORMATION

1) Mclean County Detention Facility Report: (Please see attached.)

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

Sincerely,


Mike Emery
Sheriff

memo

McLean County Detention Facility

To: To Whom It May Concern
From: Mary Lou Allman
Date: 11/18/08
Re: MCDF Chemical Quotes

Comments: On September 15, 2008, the following vendors were sent specifications, instructions and quote forms for 2009.

EcoLab Inc.
370 Wabasha St.
St. Paul, MN 55102

Newman & Ullman, Inc.
2312 Lakeshore Drive
Pekin, IL 61554

AMSAN
8700 N. Allen
Peoria, IL 61615

Diversy
510 West Melborne
Peoria, IL 61652

Bunn Capitol
P.O. Box 4227
Springfield, IL 62708

Robert Sysco Co.
1601 Connelly
Lincoln, IL 62656

Unfortunately, the only response we received was from Ecolab, Inc.



Mary Lou Allman

**MCLEAN COUNTY SHERIFF'S DEPT
CHEMICAL BID
DUE 10/15/08**

Submitted By:
Ecolab Inc.



Government Sales
370 N Wabasha St
EUC/13
St Paul, MN 55102-1390

Fax

DATE: 11/17/08

TO: Tom Hawk

FROM: Bruce Kottam

Govt Sales EUC/13

PHONE: (651) 293- 2892

FAX: (651) 293-2682

e-mail: _____

PHONE: _____

FAX: (309) 888-4120

PAGES: Including Cover

CC: _____

- Urgent
- For Review
- Please Comment
- Please Reply

COMMENTS:

Tom monthly cost per your request.

976.01 monthly

~~11,712.12~~

Increase of 750.76

OK

Chemical Quote Form for 2009

| | UNIT SIZE/ UNIT PRICE | AUTO-DISPENSER | 100% PARTS & LABOR FOR DISH MACHINE | ESTIMATED MONTHLY USAGE | PRODUCT SPECIFICATION MATERIAL DATA SAFETY SHEET ENCLOSED |
|---|--------------------------|----------------|--|----------------------------|---|
| LIQUID LAUNDRY DETERGENT #74029 Liquid Exec 120 | 5 gal \$69.60 | yes | No, 100% parts for dispensing system | 5 pails | yes |
| LIQUID LAUNDRY DESTAINER/ BLEACH #15982 Laundri Destainer | 5 gal \$37.77 | yes | | 5 pails | yes |
| LIQUID LOW- TEMP DISH #12716 MACHINE DETERGENT Ultra Klene | 5 gal \$55.10 | yes | yes | 2 pails | yes |
| LIQUID LOW-TEMP DISH MACHINE RINSE #15174 Ultra Dry | 4.5 gal \$81.32 | yes | | 2 pails | yes |
| LIQUID LOW-TEMP DISH MACHINE SANITIZER #13961 Ultra San | 5 gal \$34.51 | yes | | 2 pails | yes |
| LIQUID DELIMER #18700 Lineaway LP | 4/1gal \$36.70 | yes | No, 100% parts for dispensing system | 1 gal | yes |
| THIRD SINK SANITIZER #17781 Oasis 146 | 4/1gal \$53.18 | yes | | 2 gal | yes |
| POT AND PAN SOAP #17301 Solitaire | 4/5lb can \$123.05 | yes | | 2 caps | yes |

Please complete each block above with "Yes", "No" or information specified.

Name of Company Submitting Quote: Ecolab Inc.

Name of Authorized Agent: Bruce Kotton

Date of Quote: 10/7/08

Company Phone #: 800-352-5326 ext 2892

Total Quote for Chemicals: \$491.23 Estimated monthly cost 976.01

Additional Comments: Site Visit scheduled for 10/9/08
Done By Tim Snyder @ 10am

Signature of Authorized Agent *B. Kotton*

Chemical Quote Form for 2009

| | UNIT SIZE/ UNIT PRICE | AUTO-DISPENSER | 100% PARTS & LABOR FOR DISH MACHINE | ESTIMATED MONTHLY USAGE | PRODUCT SPECIFICATION MATERIAL DATA SAFETY SHEET ENCLOSED |
|---|-----------------------------------|----------------|---|----------------------------|---|
| LIQUID LAUNDRY DETERGENT #74029 Liquid Exec 120 | 5 gal \$69.60 | yes | No, 100% parts for dispensing system | 5 pails | yes |
| LIQUID LAUNDRY DESTAINER/ BLEACH #15982 Laundri Destainer | 5 gal \$37.77 | yes | | 5 pails | yes |
| LIQUID LOW- TEMP DISH #12716 MACHINE DETERGENT Ultra Klene | 5 gal \$55.10 | yes | yes | 2 pails | yes |
| LIQUID LOW-TEMP DISH MACHINE RINSE #15174 Ultra Dry | 4.5 gal \$81.32 | yes | | 2 pails | yes |
| LIQUID LOW-TEMP DISH MACHINE SANITIZER #13961 Ultra San | 5 gal \$34.51 | yes | | 2 pails | yes |
| LIQUID DELIMER #18700 Limeaway LP | 4/1gal \$36.70 | yes | No, 100% parts for dispensing system | 1 gal | yes |
| THIRD SINK SANITIZER #17781 Oasis 146 | 4/1gal \$53.18 | yes | | 2 gal | yes |
| POT AND PAN SOAP #17301 Solitaire | 4/5lb can \$123.05 | yes | | 2 caps | yes |

Please complete each block above with "Yes", "No" or information specified.

Name of Company Submitting Quote: Ecolab Inc.

Name of Authorized Agent: Bruce Kottom

Date of Quote: 10/7/08

Company Phone #: 800-352-5326 ext 2892

Total Quote for Chemicals: \$491.23

Additional Comments: Site Visit scheduled for 10/9/08

Done By Tim Snyder @ 10am

Signature of Authorized Agent 

Material Safety Data Sheet

ECOLAB®

LIQUID EXEC 120 DETERGENT

Section 1. Chemical product and company identification

Trade name : LIQUID EXEC 120 DETERGENT
Product use : Laundry detergent
Supplier : Ecolab Inc. Textile Care Division
370 N. Wabasha Street
St. Paul, MN 55102
1-800-553-8683
Code : 901550-03
Date of issue : 11-March-2008

EMERGENCY HEALTH INFORMATION: 1-800-328-0026
Outside United States and Canada CALL 1-651-222-5352 (in USA)

Section 2. Composition, information on ingredients

| Name | CAS number | % by weight |
|--|------------|-------------|
| poly(oxy-1,2-ethanediyl), .alpha.-(nonylphenyl)-.omega.-hydroxy- | 9016-45-9 | 20 - 50 |

Section 3. Hazards identification

Physical state : Liquid. [Liquid.]
Emergency : WARNING!
overview CAUSES EYE IRRITATION.
MAY CAUSE SKIN IRRITATION.
Avoid contact with eyes, skin and clothing. Wash thoroughly after handling.

Potential acute health effects

Eyes : Irritating to eyes.
Skin : Moderately irritating to the skin.
Inhalation : Slightly irritating to the respiratory system.
Ingestion : No known significant effects or critical hazards.

See toxicological information (section 11)

Section 4. First aid measures

Eye contact : In case of contact, immediately flush eyes with cool running water. Remove contact lenses and continue flushing with plenty of water for at least 15 minutes. Get medical attention if irritation persists.
Skin contact : In case of contact, immediately flush skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if irritation persists. Wash clothing before reuse. Clean shoes thoroughly before reuse.
Inhalation : If inhaled, remove to fresh air.
Ingestion : Do not induce vomiting. Never give anything by mouth to an unconscious person. If irritation persists, get medical attention.

Section 5. Fire fighting measures

Flash point : > 100°C
Product does not support combustion.
Hazardous thermal decomposition products : Decomposition products may include the following materials:
carbon oxides
Fire-fighting media and instructions : Use an extinguishing agent suitable for the surrounding fire.
Dike area of fire to prevent runoff.
In a fire or if heated, a pressure increase will occur and the container may burst.

Section 11. Toxicological information**Potential acute health effects**

- Eyes : Irritating to eyes.
 Skin : Moderately irritating to the skin.
 Inhalation : Slightly irritating to the respiratory system.
 Ingestion : No known significant effects or critical hazards.

Section 12. Ecological information**Section 13. Disposal considerations**

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Consult your local or regional authorities.

Section 14. Transport information

| Regulatory information | UN number | Proper shipping name | Class | Packing group | Additional information |
|------------------------|----------------|----------------------|-------|---------------|------------------------|
| DOT Classification | Not regulated. | - | - | - | Not available. |

APPLIES ONLY DURING ROAD TRANSPORT

Any variation of the shipping description based on the packaging is not addressed.

Section 15. Regulatory information

- HCS Classification : Irritating material
 U.S. Federal regulations : United States inventory (TSCA 8b): All components are listed or exempted.
 SARA 302/304/311/312 extremely hazardous substances: No products were found.
 SARA 302/304 emergency planning and notification: No products were found.
 California Prop. 65 : No products were found.

Section 16. Other information

Hazardous Material Information System (U.S.A.) :

| | |
|------------------|---|
| Health | 2 |
| Flammability | 0 |
| Physical hazards | 0 |
| | |

- Date of issue : 11-March-2008.
 Responsible name : Regulatory Affairs
 Date of previous issue : 09-March-2005.

Notice to reader

The above information is believed to be correct with respect to the formula used to manufacture the product in the country of origin. As data, standards, and regulations change, and conditions of use and handling are beyond our control, NO WARRANTY, EXPRESS OR IMPLIED, IS MADE AS TO THE COMPLETENESS OR CONTINUING ACCURACY OF THIS INFORMATION.

Material Safety Data Sheet



LAUNDRI DESTAINER

Section 1. Chemical product and company identification

Trade name : LAUNDRI DESTAINER
Product use : Bleach
Supplier : Ecolab Inc. Institutional Division
370 N. Wabasha Street
St. Paul, MN 55102
1-800-352-5326
Code : 900043
Date of issue : 25-April-2008
EMERGENCY HEALTH INFORMATION: 1-800-328-0026
Outside United States and Canada CALL 1-651-222-5352 (in USA)

Section 2. Composition, information on ingredients

| <u>Name</u> | <u>CAS number</u> | <u>% by weight</u> |
|---------------------|-------------------|--------------------|
| sodium hypochlorite | 7681-52-9 | 8.4 |

Section 3. Hazards identification

Physical state : Liquid. [Liquid.]
Emergency overview : DANGER!
CAUSES EYE BURNS.
CAUSES SEVERE SKIN IRRITATION. Untreated contact may cause severe irritation or chemical burns.
May cause burns to mouth, throat and stomach.
CAUSES RESPIRATORY TRACT IRRITATION.
Do not ingest. Do not get in eyes, on skin or on clothing. Avoid breathing vapors, spray or mists. Use only with adequate ventilation. Keep container closed. Wash thoroughly after handling.

Potential acute health effects

Eyes : Corrosive to eyes.
Skin : Severely irritating to the skin. Untreated contact may cause severe irritation or chemical burns.
Inhalation : Irritating to respiratory system.
Ingestion : May cause burns to mouth, throat and stomach.
See toxicological information (section 11)

Section 4. First aid measures

Eye contact : In case of contact, immediately flush eyes with cool running water. Remove contact lenses and continue flushing with plenty of water for at least 15 minutes. Get medical attention immediately.
Skin contact : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention immediately. Wash clothing before reuse. Clean shoes thoroughly before reuse.
Inhalation : If inhaled, remove to fresh air. If exposed person is not breathing, give artificial respiration or oxygen applied by trained personnel. Get medical attention if irritation persists.
Ingestion : If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention immediately.

Section 9. Physical and chemical properties

Physical state : Liquid. [Liquid]
 Color : Yellow. [Light]
 Odor : chlorine
 pH : 12.5 [Conc. (% w/w): 100%]
 Specific gravity : 1.154

Section 10. Stability and reactivity

Stability : The product is stable. Under normal conditions of storage and use, hazardous polymerization will not occur.
 Reactivity : Extremely reactive or incompatible with acids.
 Slightly reactive to reactive with metals.
 Mixing this product with acid or ammonia releases chlorine gas.
 Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Potential acute health effects

Eyes : Corrosive to eyes.
 Skin : Severely irritating to the skin. Untreated contact may cause severe irritation or chemical burns.
 Inhalation : Irritating to respiratory system.
 Ingestion : May cause burns to mouth, throat and stomach.

Potential chronic health effects

Target organs : Contains material which may cause damage to the following organs: upper respiratory tract.

Section 12. Ecological information

Section 13. Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Waste classification : Unused product is D002 (Corrosive)

Consult your local or regional authorities.

Section 14. Transport information

| Regulatory information | UN number | Proper shipping name | Class | Packing group | Additional information |
|------------------------|-----------|------------------------|-------|---------------|------------------------|
| DOT Classification | UN1791 | Hypochlorite solutions | 8 | III | Not available. |

APPLIES ONLY DURING ROAD TRANSPORT

Any variation of the shipping description based on the packaging is not addressed.

Material Safety Data Sheet



ECOTEMP ULTRA KLENE

Section 1. Chemical product and company identification

Trade name : ECOTEMP ULTRA KLENE
Product use : Machine Warewashing Detergent
Supplier : Ecolab Inc. Institutional Division
370 N. Wabasha Street
St. Paul, MN 55102
1-800-352-5326
Code : 986216-02
Date of issue : 10-May-2006
EMERGENCY HEALTH INFORMATION: 1-800-328-0026
Outside United States and Canada CALL 1-651-222-5352 (in USA)

Section 2. Composition, information on ingredients

| Name | CAS number | % by weight |
|------------------|------------|-------------|
| sodium hydroxide | 1310-73-2 | 23 |

Section 3. Hazards identification

Physical state : Liquid.
Emergency overview : DANGER!

CAUSES EYE AND SKIN BURNS.
CAUSES SEVERE RESPIRATORY TRACT IRRITATION.
HARMFUL IF SWALLOWED.
Do not ingest. Do not get in eyes, on skin or on clothing. Avoid breathing vapor or mist.
Keep container closed. Use only with adequate ventilation. Wash thoroughly after handling.

Potential acute health effects

Eyes : Corrosive to eyes.
Skin : Corrosive to the skin.
Inhalation : Severely irritating to the respiratory system.
Ingestion : Harmful if swallowed. Causes burns to mouth, throat and stomach.
See toxicological information (section 11)

Section 4. First aid measures

Eye contact : In case of contact, immediately flush eyes with cool running water. Remove contact lenses and continue flushing with plenty of water for at least 15 minutes. Get medical attention immediately.
Skin contact : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention immediately.
Inhalation : If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention immediately.
Ingestion : Rinse mouth; then drink one or two large glasses of water. Do not induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention immediately.

Section 5. Fire fighting measures

Flash point : > 100°C
Product does not support combustion.
Fire-fighting media and instructions : Use an extinguishing agent suitable for the surrounding fire.
Dike liquid for later disposal.
No specific hazard.
Special protective equipment :
for fire-fighters

Section 10. Stability and reactivity

Stability : The product is stable.
 Reactivity : Highly reactive with acids.

Section 11. Toxicological information

Potential acute health effects

Eyes : Corrosive to eyes.
 Skin : Corrosive to the skin.
 Inhalation : Severely irritating to the respiratory system.
 Ingestion : Harmful if swallowed. Causes burns to mouth, throat and stomach.
 Chronic effects on humans : Contains material which causes damage to the following organs: lungs, upper respiratory tract, skin, eye, lens or cornea.

Section 12. Ecological information

Products of degradation : These products are carbon oxides (CO, CO₂) and water, phosphates. Some metallic oxides.

Section 13. Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Waste classification : Unused product is D002 (Corrosive)

Consult your local or regional authorities.

Section 14. Transport information

| Regulatory Information | UN number | Proper shipping name | Class | Packing group | Additional information |
|------------------------|-----------|---------------------------|-------|---------------|---|
| DOT Classification | UN1824 | Sodium hydroxide solution | 8 | II | <u>Limited quantity</u> Yes. <u>Special provisions</u> B2, IB2, N34, T7, TP2 |

APPLIES ONLY DURING ROAD TRANSPORT

Any variation of the shipping description based on the packaging is not addressed.

Section 15. Regulatory information

HCS Classification : Corrosive material
 Target organ effects

U.S. Federal regulations : SARA 302/304/311/312 extremely hazardous substances: No products were found.
 SARA 302/304 emergency planning and notification: No products were found.

TSCA 8(b) inventory : All materials are listed or exempt.

California Prop. 65 : No products were found.

Material Safety Data Sheet



ECOTEMP ULTRA DRY

Section 1. Chemical product and company identification

Trade name : ECOTEMP ULTRA DRY
Product use : Rinse additive
Supplier : Ecolab Inc. Institutional Division
370 N. Wabasha Street
St. Paul, MN 55102
1-800-352-5326
Code : 913640-01
Date of issue : 14-August-2006

EMERGENCY HEALTH INFORMATION: 1-800-328-0026
Outside United States and Canada CALL 1-651-222-5352 (in USA)

Section 2. Composition, information on ingredients

| Name | CAS number | % by weight |
|-------------------------------|------------|-------------|
| alcohols, c10-16, ethoxylated | 68002-97-1 | 5 - 20 |

Section 3. Hazards identification

Physical state : Liquid.
Emergency : CAUTION!
overview

MAY CAUSE EYE IRRITATION.

Avoid contact with eyes. Wash thoroughly after handling.

Potential acute health effects

Eyes : Slightly irritating to the eyes.
Skin : No known significant effects or critical hazards.
Inhalation : No known significant effects or critical hazards.
Ingestion : No known significant effects or critical hazards.

See toxicological information (section 11)

Section 4. First aid measures

Eye contact : In case of contact, immediately flush eyes with cool running water. Remove contact lenses and continue flushing with plenty of water for at least 15 minutes. Get medical attention if irritation occurs.
Skin contact : Flush contaminated skin with plenty of water. Wash clothing before reuse.
Inhalation : If inhaled, remove to fresh air.
Ingestion : Do not induce vomiting. Never give anything by mouth to an unconscious person. If irritation persists, get medical attention.

Section 5. Fire fighting measures

Flash point : > 100°C
Product does not support combustion.
Fire-fighting media and instructions : Use an extinguishing agent suitable for the surrounding fire.
Dike liquid for later disposal.
No specific hazard.
Special protective equipment for fire-fighters : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

Section 12. Ecological information

Products of degradation : These products are carbon oxides (CO, CO₂) and water.

Section 13. Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Consult your local or regional authorities.

Section 14. Transport information

| Regulatory information | UN number | Proper shipping name | Class | Packing group | Additional information |
|------------------------|----------------|----------------------|-------|---------------|------------------------|
| DOT Classification | Not regulated. | - | - | - | Not available. |

APPLIES ONLY DURING ROAD TRANSPORT

Any variation of the shipping description based on the packaging is not addressed.

Section 15. Regulatory information

HCS Classification : Not regulated.
 U.S. Federal regulations : SARA 302/304/311/312 extremely hazardous substances: No products were found.
 SARA 302/304 emergency planning and notification: No products were found.
 TSCA 8(b) inventory : All materials are listed or exempt.
 California Prop. 65 : No products were found.

Section 16. Other information

Hazardous Material Information System (U.S.A.) :

| | |
|---------------------|---|
| Health | 1 |
| Fire hazard | 0 |
| Reactivity | 0 |
| Personal protection | - |

Date of issue : 14-August-2006.
 Responsible name : Regulatory Affairs
 Date of previous issue : 17-February-2005.

Notice to reader

The above information is believed to be correct with respect to the formula used to manufacture the product in the country of origin. As data, standards, and regulations change, and conditions of use and handling are beyond our control, NO WARRANTY, EXPRESS OR IMPLIED, IS MADE AS TO THE COMPLETENESS OR CONTINUING ACCURACY OF THIS INFORMATION.

Material Safety Data Sheet

ECOLAB

ULTRA SAN

Section 1. Chemical product and company identification

Trade name : ULTRA SAN
Product use : Sanitizer.
Supplier : Ecolab Inc. Institutional Division
370 N. Wabasha Street
St. Paul, MN 55102
1-800-352-5326
Code : 900043-24
Date of issue : 25-April-2008
EPA Registration No. : 1677-52

EMERGENCY HEALTH INFORMATION: 1-800-328-0026
Outside United States and Canada CALL 1-651-222-5352 (in USA)

Section 2. Composition, information on ingredients

| Name | CAS number | % by weight |
|---------------------|------------|-------------|
| sodium hypochlorite | 7681-52-9 | 8.4 |

Section 3. Hazards identification

Physical state : Liquid. [Liquid.]
Emergency overview : DANGER !
CAUSES EYE BURNS.
CAUSES SEVERE SKIN IRRITATION. Untreated contact may cause severe irritation or chemical burns.
May cause burns to mouth, throat and stomach.
CAUSES RESPIRATORY TRACT IRRITATION.
Do not ingest. Do not get in eyes, on skin or on clothing. Avoid breathing vapors, spray or mists. Use only with adequate ventilation. Keep container closed. Wash thoroughly after handling.

Potential acute health effects

Eyes : Corrosive to eyes.
Skin : Severely irritating to the skin. Untreated contact may cause severe irritation or chemical burns.
Inhalation : Irritating to respiratory system.
Ingestion : May cause burns to mouth, throat and stomach.
See toxicological information (section 11)

Section 4. First aid measures

Eye contact : In case of contact, immediately flush eyes with cool running water. Remove contact lenses and continue flushing with plenty of water for at least 15 minutes. Get medical attention immediately.
Skin contact : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Get medical attention immediately. Wash clothing before reuse. Clean shoes thoroughly before reuse.
Inhalation : If inhaled, remove to fresh air. If exposed person is not breathing, give artificial respiration or oxygen applied by trained personnel. Get medical attention if irritation persists.
Ingestion : If material has been swallowed and the exposed person is conscious, give small quantities of water to drink. Do not induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention immediately.

Section 9. Physical and chemical properties

Physical state : Liquid. [Liquid.]
 Color : Yellow. [Light]
 Odor : chlorine
 pH : 12.5 [Conc. (% w/w): 100%]
 Specific gravity : 1.154

Section 10. Stability and reactivity

Stability : The product is stable. Under normal conditions of storage and use, hazardous polymerization will not occur.
 Reactivity : Extremely reactive or incompatible with acids.
 Slightly reactive to reactive with metals.
 Mixing this product with acid or ammonia releases chlorine gas.
 Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.

Section 11. Toxicological information

Potential acute health effects

Eyes : Corrosive to eyes.
 Skin : Severely irritating to the skin. Untreated contact may cause severe irritation or chemical burns.
 Inhalation : Irritating to respiratory system.
 Ingestion : May cause burns to mouth, throat and stomach.

Potential chronic health effects

Target organs : Contains material which may cause damage to the following organs: upper respiratory tract.

Section 12. Ecological information

Section 13. Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Waste classification : Unused product is D002 (Corrosive)

Consult your local or regional authorities.

Section 14. Transport information

| Regulatory information | UN number | Proper shipping name | Class | Packing group | Additional information |
|------------------------|-----------|------------------------|-------|---------------|------------------------|
| DOT Classification | UN1791 | Hypochlorite solutions | 8 | III | Not available. |

APPLIES ONLY DURING ROAD TRANSPORT

Any variation of the shipping description based on the packaging is not addressed.

Material Safety Data Sheet



LIME-A-WAY LP

Section 1. Chemical product and company identification

Trade name : LIME-A-WAY LP
Product use : Delimer
Supplier : Ecolab Inc. Institutional Division
370 N. Wabasha Street
St. Paul, MN 55102
1-800-352-5326
Code : 948877
Date of issue : 31-January-2008

EMERGENCY HEALTH INFORMATION: 1-800-328-0026
Outside United States and Canada CALL 1-651-222-5352 (in USA)

Section 2. Composition, information on ingredients

| <u>Name</u> | <u>CAS number</u> | <u>% by weight</u> |
|-----------------|-------------------|--------------------|
| phosphoric acid | 7664-38-2 | 27.5 |
| citric acid | 77-92-9 | 5 - 20 |

Section 3. Hazards identification

Physical state : Liquid. [Liquid.]
Emergency overview : DANGER!

CAUSES RESPIRATORY TRACT, EYE AND SKIN BURNS.
HARMFUL IF SWALLOWED.

Do not ingest. Do not get in eyes, on skin or on clothing. Do not breathe vapor or mist.
Keep container closed. Use only with adequate ventilation. Wash thoroughly after handling.

Potential acute health effects

Eyes : Corrosive to eyes.
Skin : Corrosive to the skin.
Inhalation : Corrosive to the respiratory system.
Ingestion : Harmful if swallowed. Causes burns to mouth, throat and stomach.

See toxicological information (section 11)

Section 4. First aid measures

Eye contact : In case of contact, immediately flush eyes with cool running water. Remove contact lenses and continue flushing with plenty of water for at least 15 minutes. Get medical attention immediately.

Skin contact : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention immediately.

Inhalation : If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention immediately.

Ingestion : Rinse mouth; then drink one or two large glasses of water. Do not induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention immediately.

Section 9. Physical and chemical properties

| | |
|------------------|--|
| Physical state | : Liquid. [Liquid.] |
| Color | : Green. [Light] |
| Odor | : Faint odor. |
| pH | : 2 [Conc. (% w/w): 100%] |
| Specific gravity | : 1.2 |
| Solubility | : Easily soluble in cold water, hot water. |

Section 10. Stability and reactivity

| | |
|------------|--|
| Stability | : The product is stable. |
| Reactivity | : Highly reactive with alkalis. Do not mix with bleach or other chlorinated products – will cause chlorine gas. |

Section 11. Toxicological information

Potential acute health effects

| | |
|------------|--|
| Eyes | : Corrosive to eyes. |
| Skin | : Corrosive to the skin. |
| Inhalation | : Corrosive to the respiratory system. |
| Ingestion | : Harmful if swallowed. Causes burns to mouth, throat and stomach. |

Potential chronic health effects

| | |
|---------------------------|---|
| Chronic effects on humans | : Contains material which causes damage to the following organs: lungs. Contains material which may cause damage to the following organs: upper respiratory tract. |
|---------------------------|---|

Section 12. Ecological information

Section 13. Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Waste classification : Unused product is D002 (Corrosive)

Consult your local or regional authorities.

Section 14. Transport information

| Regulatory information | UN number | Proper shipping name | Class | Packing group | Additional information |
|------------------------|-----------|---------------------------|-------|---------------|------------------------|
| DOT Classification | UN1805 | Phosphoric acid, solution | 8 | III | Not available. |

APPLIES ONLY DURING ROAD TRANSPORT

Any variation of the shipping description based on the packaging is not addressed.

Material Safety Data Sheet



OASIS 146 MULTI-QUAT SANITIZER

Section 1. Chemical product and company identification

Trade name : OASIS 146 MULTI-QUAT SANITIZER
Product use : Sanitizer.
Supplier : Ecolab Inc. Institutional Division
370 N. Wabasha Street
St. Paul, MN 55102
1-800-352-5326
Code : 910787
Date of issue : 21-April-2006
EPA Registration No. : 1677-198

EMERGENCY HEALTH INFORMATION: 1-800-328-0026
Outside United States and Canada CALL 1-651-222-5352 (in USA)

Section 2. Composition, information on ingredients

| Name | CAS number | % by weight |
|--|------------|-------------|
| quaternary ammonium compounds, di-c8-10-alkyldimethyl, chlorides | 68424-95-3 | 4.5 |
| quaternary ammonium compounds, benzyl-c12-c16-alkyldimethyl, chlorides | 68424-85-1 | 3.0 |
| ethanol | 64-17-5 | 1 - 5 |

Section 3. Hazards identification

Physical state : Liquid. (Liquid.)
Emergency overview : DANGER!

CAUSES EYE AND SKIN BURNS.
HARMFUL IF SWALLOWED.
MAY CAUSE RESPIRATORY TRACT IRRITATION.
Do not ingest. Do not get in eyes or on skin or clothing. Do not breathe vapor or mist. Keep container closed. Use only with adequate ventilation. Wash thoroughly after handling.

Potential acute health effects

Eyes : Corrosive to eyes.
Skin : Corrosive to the skin.
Inhalation : Moderately irritating to the respiratory system.
Ingestion : Harmful if swallowed. Causes burns to mouth, throat and stomach.
See toxicological information (section 11)

Section 4. First aid measures

Eye contact : In case of contact, immediately flush eyes with cool running water. Remove contact lenses and continue flushing with plenty of water for at least 15 minutes. Get medical attention immediately.
Skin contact : In case of contact, immediately flush skin with plenty of water for at least 15 minutes while removing contaminated clothing and shoes. Wash clothing before reuse. Clean shoes thoroughly before reuse. Get medical attention immediately.
Inhalation : If inhaled, remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention immediately.
Ingestion : Rinse mouth; then drink one or two large glasses of water. Do not induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention immediately.

Solubility : Easily soluble in cold water, hot water.

Section 10. Stability and reactivity

Stability : The product is stable.

Section 11. Toxicological information

Potential acute health effects

- Eyes : Corrosive to eyes.
- Skin : Corrosive to the skin.
- Inhalation : Moderately irritating to the respiratory system.
- Ingestion : Harmful if swallowed. Causes burns to mouth, throat and stomach.
- Chronic effects on humans : Contains material which causes damage to the following organs: blood, the reproductive system, liver, upper respiratory tract, skin, central nervous system (CNS), eye, lens or cornea.

Section 12. Ecological information

Products of degradation : These products are carbon oxides (CO, CO₂) and water. Some metallic oxides.

Section 13. Disposal considerations

Waste disposal : The generation of waste should be avoided or minimized wherever possible. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Consult your local or regional authorities.

Section 14. Transport information

| Regulatory information | UN number | Proper shipping name | Class | Packing group | Additional information |
|------------------------|----------------|----------------------|-------|---------------|------------------------|
| DOT Classification | Not regulated. | - | - | - | - |

APPLIES ONLY DURING ROAD TRANSPORT

Any variation of the shipping description based on the packaging is not addressed.

Section 15. Regulatory information

- HCS Classification : Corrosive material
Target organ effects
- U.S. Federal regulations : SARA 302/304/311/312 extremely hazardous substances: No products were found.
SARA 302/304 emergency planning and notification: No products were found.
- TSCA 8(b) inventory : All materials are listed or exempt.
- California Prop. 65 : No products were found.
- EPA Registration No. : 1677-198

Section 16. Other information

Hazardous Material Information System (U.S.A.) :

| | |
|---------------------|---|
| Health | 3 |
| Fire hazard | 0 |
| Reactivity | 0 |
| Personal protection | B |

Material Safety Data Sheet

ECOLAB®

SOLITAIRE

Section 1. Chemical product and company identification

Trade name : SOLITAIRE
Product use : Manual Warewashing Detergent
Supplier : Ecolab Inc. Institutional Division
370 N. Wabasha Street
St. Paul, MN 55102
1-800-352-5326
Code : 975888
Date of issue : 25-January-2008

EMERGENCY HEALTH INFORMATION: 1-800-328-0026
Outside United States and Canada CALL 1-651-222-5352 (in USA)

Section 2. Composition, information on ingredients

| <u>Name</u> | <u>CAS number</u> | <u>% by weight</u> |
|---|-------------------|--------------------|
| sodium dodecylbenzene sulfonate | 25155-30-0 | 31 |
| dodecanamide, n-(2-hydroxyethyl)- | 142-78-9 | 5 - 20 |
| poly(oxy-1;2-ethanediyl), .alpha.-sulfo-.omega.-hydroxy-, c10-16-alkyl ethers, sodium salts | 68585-34-2 | 5 - 20 |
| amides, coco, n-[3-(dimethylamino)propyl], n-oxides | 68155-09-9 | 5 - 20 |
| acetic acid, sodium salt | 127-09-3 | 1 - 5 |
| ethanol | 64-17-5 | 1 - 5 |

Section 3. Hazards identification

Physical state : Solid.
Emergency overview : CAUTION !
MAY BE HARMFUL IF SWALLOWED.
MAY CAUSE EYE AND SKIN IRRITATION.
Do not ingest. Avoid contact with eyes, skin and clothing. Wash thoroughly after handling.

Potential acute health effects

Eyes : Moderately irritating to eyes.
Skin : Moderately irritating to the skin.
Inhalation : No known significant effects or critical hazards.
Ingestion : May be harmful if swallowed.
See toxicological information (section 11)

Section 4. First aid measures

Eye contact : In case of contact, immediately flush eyes with plenty of water. Remove contact lenses and flush again. Get medical attention if irritation persists.
Skin contact : In case of contact, immediately flush skin with plenty of water. Remove contaminated clothing and shoes. Get medical attention if irritation persists. Wash clothing before reuse. Clean shoes thoroughly before reuse.
Inhalation : If inhaled, remove to fresh air.
Ingestion : Rinse mouth; then drink one or two large glasses of water. Do not induce vomiting. Never give anything by mouth to an unconscious person. Get medical attention immediately.

Section 10. Stability and reactivity

- Stability : The product is stable. Under normal conditions of storage and use, hazardous polymerization will not occur.
- Reactivity : Reactive with oxidizing agents.
- Hazardous decomposition products : Under normal conditions of storage and use, hazardous decomposition products should not be produced.
- Hazardous polymerization : Will not occur.

Section 11. Toxicological information

Potential acute health effects

- Eyes : Moderately irritating to eyes.
- Skin : Moderately irritating to the skin.
- Inhalation : No known significant effects or critical hazards.
- Ingestion : May be harmful if swallowed.

Potential chronic health effects

- Target organs : Contains material which may cause damage to the following organs: upper respiratory tract, skin, central nervous system (CNS), eye, lens or cornea.

Section 12. Ecological information

Section 13. Disposal considerations

- Waste disposal : The generation of waste should be avoided or minimized wherever possible. Avoid dispersal of spilled material and runoff and contact with soil, waterways, drains and sewers. Disposal of this product, solutions and any by-products should at all times comply with the requirements of environmental protection and waste disposal legislation and any regional local authority requirements.

Consult your local or regional authorities.

Section 14. Transport information

| Regulatory information | UN number | Proper shipping name | Class | Packing group | Additional information |
|------------------------|----------------|----------------------|-------|---------------|------------------------|
| DOT Classification | Not regulated. | - | - | - | Not available. |

APPLIES ONLY DURING ROAD TRANSPORT

Any variation of the shipping description based on the packaging is not addressed.

Section 15. Regulatory information

- HCS Classification : Irritating material
Target organ effects
- U.S. Federal regulations : United States inventory (TSCA 8b): All components are listed or exempted.
SARA 302/304/311/312 extremely hazardous substances: No products were found.
SARA 302/304 emergency planning and notification: No products were found.
- California Prop. 65 : No products were found.

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

Ms. Libby Smith, Director
GED/Adult Literacy Programs
905 N. Main St. Suite #2
Normal, IL 61761
(309) 888-9884

3. RESPONSIBILITIES OF THE 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:

Greg Allen, Superintendent
McLean County Jail
104 W. Front Street
Bloomington, IL 61702-2400
(309) 888-5036

4. INSURANCE AND BENEFITS:

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

5. RESOLUTION OF PROBLEMS:

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved 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, 2009, through December 31, 2009.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$16,000.00 in two equal payments for conducting the program as follows:

- A. \$8,000.00 no later than January 15, 2009.
- B. \$8,000.00 no later than July 1, 2009.

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.

By: _____
Joyce H. Fritsch, Director, Regional Office
of Education McLean and DeWitt Counties

_____ Date

BY: _____
Mike Emery, Sheriff of McLean County

_____ Date

By: _____
Matt Sorensen, Chairman, McLean County Board

_____ Date

ATTEST:

BY: _____
Peggy Ann Milton, Clerk of the County Board of
McLean County, IL

_____ Date

CONTRACT – INMATE CHAPLAIN

This Contract entered into this 1st day of January, 2009 between the County of McLean, A Body Corporate and Politic and Anthony Watson, (Inmate Chaplain) pursuant to his 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 the 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 the 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, judgments 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 Eleven Thousand Six Hundred Ninety Eight Dollars and Seventy Six Cents (\$11,698.76). Payments are to be made quarterly in the amount of Two Thousand Nine Hundred Twenty Four Dollars and Sixty Nine Cents (\$2,924.69.)

The term of this Contract shall be for 12 months beginning January 1, 2009. 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, assigns, 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 _____, 200_.

Anthony Watson, Inmate Chaplain

Date

Mike Emery, Sheriff of McLean County

Date

Matt Sorensen, Chairman McLean County Board

Date

ATTEST:

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

Date

DIETARY CONSULTANT AGREEMENT

This is to verify that McLean County Jail is at the address 104 West Front Street, in the City of Bloomington, Illinois and has engaged professional Dietary Consultation.

Duties and responsibilities will include:

1. Review Seasonal Cycle Menu System for regular and therapeutic diets providing three (3) meals per day and evening nourishments which will meet recommended daily allowances by the Food and Nutrition Board of the National Research Council and by the Illinois State Board of Correctional Services.
2. Ensure that standardized recipes are used for all prepared items on the menu.
3. Review and update, if necessary, a policy and procedure manual concerned with dietetic services.
4. Inspect food service area for sanitation, storage, preparation, and serving concerns.
5. Make recommendations for cost containment procedures, inventory control systems, new products, equipment and staffing as pertaining to the dietary department.
6. Counsels the residents and staff with regard to the residents' nutritional needs if called upon by dietary or nursing services.
7. All services will be performed in accordance with directives and policies by the State of Illinois.
8. Services in addition to those stated will be determined by the Administrator and Consultant.

For this service, the fee will be \$40.00 per hour on an as needed basis, not to exceed 6 hours per year. If additional time is necessary or work outside the facility is performed, it will be approved by the Jail Administrator prior to the work being performed. All fees are due and payable the 30th of the month, following the services rendered. McLean County Jail retains professional and administrative responsibilities for the services rendered.

This agreement is effective for one year, January 1, 2009 through December 31, 2009.
Either party may terminate this agreement by giving sixty (60) days written notice to the other party.

BY: _____
Margery R. Ruch, Registered Dietitian, LPN

Date

BY: _____
Mike Emery, Sheriff of McLean County

Date

BY: _____
Matt Sorensen, Chairman, McLean County Board

Date

ATTEST:

BY: _____
Peggy Ann Milton, Clerk of the County Board of
McLean County, IL

Date

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

WHEREAS, The Board of Trustees of Illinois State University, on behalf of its Police Department, (hereinafter "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 encourage intergovernmental cooperation and agreements;

NOW, THEREFORE, The parties hereto agree as follows:

1. The County of McLean (hereinafter "County") 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 for booking any individuals needing or asking for medical care.
3. Within the context of this agreement, Illinois State University shall have full responsibility for all individuals prior to their delivery for booking by the County. This responsibility shall include the cost of any medical care administered prior to the booking process. Within the context of this Agreement, the County shall have full responsibility for all individuals after their delivery for booking by the ISU Police. This responsibility shall include the cost of any medical care administered during the booking process.
4. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
5. Illinois State University will pay the County a flat annual fee of One Thousand Seventy Two Dollars and Twenty Three Cents (\$1072.23) 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 Agreement.
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 for any reason by giving the County six (6) months written notice of its intent to terminate.

8. This Agreement shall be in effect from January 1, 2009 through December 31, 2009. Thereafter, this Agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Illinois State University shall be sent to:

Sgt. Bonnie DeVore
Illinois State University Police Department
Campus Box 9240
Normal, IL 61790

Notices to County of McLean shall be sent to:

Russell Thomas, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.
16. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

BOARD OF TRUSTEES OF
ILLINOIS STATE UNIVERSITY

Stephen M. Bragg, Vice President
For Finance and Planning

Date

Ronald D. Swan, Chief of Police
Illinois State University

Date

APPROVED AS TO FORM:

Lisa Huson, General Counsel
Illinois State University

Date

APPROVED:

COUNTY OF McLEAN, IL

Matt Sorensen, Chairman
McLean County Board

Date

Mike Emery, Sheriff
of McLean County, IL

Date

ATTEST:

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

Date

APPROVED AS TO FORM:

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

Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE 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 (24) hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions or any actions seeking recovery of money or other remedies.

5. The Town will pay the County at an annual rate of Twenty One Thousand Four Hundred Nineteen Dollars and Eighty Eight Cents (\$21,419.88) 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. Total amount due herein shall be paid in twelve (12) equal monthly payments of One Thousand Seven Hundred and Eighty Four Dollars and Ninety Nine Cents (\$1,784.99) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2009 through December 31, 2009. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

Chris Koos, Mayor, Town of Normal

Date

Kent Crutcher, Chief of Police, Town of Normal

Date

ATTEST:

Wendellyn Briggs, Town Clerk, Town of Normal

Date

APPROVED:

Matt Sorensen, Chairman, McLean County Board

Date

Mike Emery, Sheriff of McLean County

Date

ATTEST:

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

Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE 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 (24) 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 Twenty One Thousand Four Hundred Nineteen Dollars and eighty eight cents (\$21,419.88) 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 \$1,784.99 at the first of each month:
 7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
 8. This agreement shall be in effect from January 1, 2009 through December 31, 2009. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
-

APPROVED:

Steve Stockton, Mayor, City of Bloomington

Date

Roger Aiken, Chief of Police, City of Bloomington

Date

ATTEST:

Tracy Covert, City Clerk, City of Bloomington

Date

APPROVED:

Matt Sorensen, Chairman, McLean County Board

Date

Mike Emery, Sheriff of McLean County

Date

ATTEST:

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

Date

CONTRACT – LIFE SKILLS INSTRUCTOR

This Contract entered into this 1st day of January, 2009 between the McLean County Sheriff, the County of McLean, a body corporate and politic, and Mary Ann Tulley, (Life Skills Instructor) pursuant to her successful negotiation for the position of Life Skills Instructor pursuant to the following terms and conditions.

The Life Skills Instructor 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 the sound security procedures. Additionally, McLean County reserves the right to inspect the Life Skills Instructor's work and service during the performance of this contract to ensure that contract is performed according to its terms. The Life Skills Instructor 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 Life skills instructor free of charge.

The Life Skills instructor will be will be responsible for the maintenance of Life Skills Program activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Life Skills Instructor shall save and hold McLean County (including its officials, agents and employees) free and harmless from all liability, including any claim of the Life Skills Instructor 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, judgments and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Life Skills Instructor 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 Life Skills Instructor 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 Life Skills Instructor in the maintenance of paperwork necessary to document the provision of Life Skills programming.

McLean County agrees to pay the Life Skills Instructor the Contract price of Twenty Five Dollars and No Cents, (\$25.00) per hour. The Life Skills Instructor will not exceed ten (10) hours of paid time per week. Payments are to be made monthly.

The term of this Contract shall be for 12 months beginning January 1, 2009 to December 31, 2009. The Contract shall be renewed only by the agreement of the Sheriff, the County Board and the Life Skills Instructor.

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 Life Skills Instructor 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, assigns, 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 noted.

ADOPTED by the County Board of McLean County, Illinois, this _____ day of _____, 200__.

BY: _____
Mary Ann Tulley, Life Skills Instructor

Date

BY: _____
Mike Emery, Sheriff of McLean County

Date

BY: _____
Matt Sorensen, Chairman
McLean County Board

Date

ATTEST:

BY: _____
Peggy Ann Milton, Clerk of the County Board of
McLean County, IL

Date

AMENDMENT TO THE

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

WHEREAS, an Intergovernmental Agreement was entered into by and between the parties on June 21, 2005 and then subsequently amended to add a second deputy, both said deputies subject to the direction and control of the Sheriff; and

WHEREAS, the parties hereto desire to extend this Intergovernmental Agreement for an additional three (3) years; and

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

IT IS AGREED by the parties as follows:

1. That the effective dates of this amended Agreement shall be from January 1, 2009 through and including December 31, 2011.
2. That the Bloomington-Normal Airport Authority agrees to pay the McLean County Sheriff the costs associated with providing general security at the Central Illinois Regional Airport in accordance with the Cost Proposal attached hereto and incorporated by reference as Exhibit A.
3. With the exception of the amendments set forth herein, the Intergovernmental Agreement, as previously amended, by and between the County of McLean, the McLean County Sheriff, and the Bloomington-Normal Airport Authority shall remain the same and continue to be in full force and effect.

Signed this ____ day of December, 2008.

McLean County Sheriff

Signed this ____ day of December, 2008.

Bloomington-Normal Airport Authority

Signed this ____ day of December, 2008.

Chairman, McLean County Board

Attested this ____ day of December, 2008.

Clerk of the County Board of McLean
County, Illinois

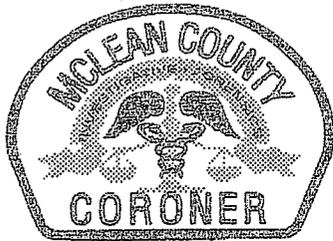
| Cost Analysis of LEO GRANT: | | | | Cost Estimate for duration of GRANT | | | | | |
|-----------------------------|--------------|-------------|------------|-------------------------------------|-----------|------------|---------------|---------------|------------|
| | Grant Actual | Yearly Rate | hrs./day | days/yr | total hrs | cost | Sheriff | Grant | CIRA |
| | Reimb. Rate | of Increase | of service | of service | yearly | annually | Invoiced am't | Invoiced am't | Cost-Paid |
| 01/2008 - 12/2008 | 33.25 | 0.03 | 16.00 | 262.00 | 4,192.00 | 139,384.00 | | | |
| | | | 9.00 | 104.00 | 936.00 | 31,122.00 | 170,506.00 | 136,917.60 | 33,588.40 |
| 01/2009 - 12/2009 | 34.25 | 0.03 | 16.00 | 262.00 | 4,192.00 | 143,576.00 | | | |
| | | | 9.00 | 103.00 | 927.00 | 31,749.75 | 175,325.75 | 136,677.30 | 38,648.45 |
| 01/2010 - 12/2010 | 35.28 | 0.03 | 16.00 | 262.00 | 4,192.00 | 147,893.76 | | | |
| | | | 9.00 | 103.00 | 927.00 | 32,704.56 | 180,598.32 | 136,677.30 | 43,921.02 |
| 01/2011 - 12/2011 | 36.34 | 0.03 | 16.00 | 262.00 | 4,192.00 | 152,337.28 | | | |
| | | | 9.00 | 103.00 | 927.00 | 33,687.18 | 186,024.46 | 136,677.30 | 49,347.16 |
| | | | | | | | 712,454.53 | 546,949.50 | 165,505.03 |
| | | | | | | | | | CIRA - 23% |

MCDF Average Population
By Month 2007/2008

| Month | December | January 2008 | February | March | April | May | June | July | August | September | October | November | Average |
|---------------------------|----------|--------------|----------|--------|--------|--------|--------|--------|--------|-----------|---------|----------|---------|
| Daily Total | 234.00 | 271.71 | 270.82 | 270.74 | 267.07 | 266.13 | 257.80 | 286.55 | 281.19 | 277.23 | 286.39 | 285.30 | 271.24 |
| In House | 205.00 | 213.32 | 217.57 | 215.10 | 208.50 | 206.35 | 208.47 | 216.19 | 214.55 | 214.80 | 216.61 | 212.75 | 212.43 |
| Female | 41.45 | 45.06 | 38.54 | 45.42 | 35.37 | 35.55 | 35.87 | 43.42 | 34.68 | 31.50 | 26.32 | 26.90 | 36.67 |
| Male | 191.97 | 226.65 | 232.21 | 225.00 | 230.10 | 230.61 | 221.93 | 243.13 | 246.52 | 245.03 | 260.06 | 257.40 | 234.22 |
| Spec Needs Female | 7.13 | 6.87 | 6.75 | 6.35 | 5.07 | 6.13 | 5.60 | 7.71 | 5.97 | 5.60 | 4.74 | 6.10 | 6.17 |
| Spec Needs Male | 15.87 | 18.32 | 19.39 | 18.77 | 17.97 | 16.23 | 15.63 | 18.00 | 18.06 | 19.57 | 22.00 | 18.60 | 18.20 |
| Str Sent Female | 8.71 | 13.52 | 7.68 | 11.68 | 8.20 | 7.61 | 6.87 | 7.23 | 8.10 | 9.17 | 8.65 | 10.70 | 9.01 |
| Str Sent Male | 34.39 | 49.52 | 61.29 | 51.81 | 43.27 | 42.10 | 33.10 | 37.58 | 40.29 | 42.10 | 50.55 | 52.70 | 44.89 |
| Weekender Work Rel Female | 4.48 | 4.90 | 9.29 | 11.42 | 7.13 | 5.13 | 6.20 | 6.35 | 5.16 | 1.90 | 1.81 | 2.00 | 5.48 |
| Weekender Work Rel Male | 13.48 | 18.87 | 22.07 | 25.61 | 37.37 | 34.42 | 33.00 | 34.10 | 36.10 | 34.23 | 37.74 | 42.05 | 30.75 |
| Other Fac Female | 4.29 | 7.71 | 3.29 | 5.58 | 3.83 | 5.65 | 4.27 | 8.13 | 3.52 | 1.03 | 1.00 | 0.25 | 4.05 |
| Other Fac Male | 13.48 | 37.74 | 32.21 | 30.45 | 31.47 | 31.77 | 25.70 | 38.32 | 40.58 | 43.10 | 44.26 | 46.35 | 34.62 |

MCDF Average Population
By Month 2008

| Month | January | February | March | April | May | June | July | August | Sept | October | Nov | Dec | Average |
|---------------------------|---------|----------|--------|--------|--------|--------|--------|--------|--------|---------|--------|-----|---------|
| Daily Total | 271.71 | 270.82 | 270.74 | 267.07 | 266.13 | 257.80 | 286.55 | 281.19 | 277.23 | 286.39 | 285.30 | | 274.63 |
| In House | 213.32 | 217.57 | 215.10 | 208.50 | 206.35 | 208.47 | 216.19 | 214.55 | 214.80 | 216.61 | 212.75 | | 213.11 |
| Female | 45.06 | 38.54 | 45.42 | 35.37 | 35.55 | 35.87 | 43.42 | 34.68 | 31.50 | 26.32 | 26.90 | | 36.24 |
| Male | 226.65 | 232.21 | 225.00 | 230.10 | 230.61 | 221.93 | 243.13 | 246.52 | 245.03 | 260.06 | 258.40 | | 238.15 |
| Spec Needs Female | 6.87 | 6.75 | 6.35 | 5.07 | 6.13 | 5.60 | 7.71 | 5.97 | 5.60 | 4.74 | 6.10 | | 6.08 |
| Spec Needs Male | 18.32 | 19.39 | 18.77 | 17.97 | 16.23 | 15.63 | 18.00 | 18.06 | 19.57 | 22.00 | 18.60 | | 18.41 |
| Str Sent Female | 13.52 | 7.68 | 11.68 | 8.20 | 7.61 | 6.87 | 7.23 | 8.10 | 9.17 | 8.65 | 10.70 | | 9.04 |
| Str Sent Male | 49.52 | 61.29 | 51.81 | 43.27 | 42.10 | 33.10 | 37.58 | 40.29 | 42.10 | 50.55 | 52.70 | | 45.85 |
| Weekender Work Rel Female | 4.90 | 9.29 | 11.42 | 7.13 | 5.13 | 6.20 | 6.35 | 5.16 | 1.90 | 1.81 | 2.00 | | 5.57 |
| Weekender Work Rel Male | 18.87 | 22.07 | 25.61 | 37.37 | 34.42 | 33.00 | 34.10 | 36.10 | 34.23 | 37.74 | 42.05 | | 32.32 |
| Other Fac Female | 7.71 | 3.29 | 5.58 | 3.83 | 5.65 | 4.27 | 8.13 | 3.52 | 1.03 | 1.00 | 0.25 | | 4.02 |
| Other Fac Male | 37.74 | 32.21 | 30.45 | 31.47 | 31.77 | 25.70 | 38.32 | 40.58 | 43.10 | 44.26 | 46.35 | | 36.54 |



BETH C. KIMMERLING, RN, MFS
D-ABMDI
CORONER
Office (309) 888-5210
FAX (309) 888-5090
beth.kimmerling@mcleancountyil.gov

104 W. Front
P.O. Box 2400
Bloomington, IL 61702-2400

To: Honorable Chairman and Members of the Justice Committee

From: Beth C. Kimmerling
Coroner

Date: November 19th 2008

Re: Emergency Appropriation Request FY 2008

In order to pro-actively address a group of line items that are trending to go over budget prior to year's end, I request a total of \$45,100 in emergency funds be appropriated to the Coroner's Office FY 2008 budget.

Each of the following line items is directly tied to the number of death investigations and autopsies performed. These numbers are difficult to predict. Every fiscal year, I take into account a historical case load perspective before making a budget prediction. For FY 2008, I based office expenditures on 100 McLean County autopsies and 125 out of county autopsies.

As of October 31st 2008, there have been 96 McLean County autopsies and 194 out of county autopsies performed. Additionally, the Coroner's Office has conducted 88 more death investigations than this time last year. With two months of statistics and related expenses remaining, the office has the potential of being in excess of 100 autopsies over budget.

If approved, the \$45,100 in Emergency Appropriation funds would be disseminated in the following manner in order to cover estimated expenses remaining for the final two months of the fiscal year:

0001-0031-0038-0515.0001 Part-time salaries \$12,000

0001-0031-0038-0728.0001 Transcript expense \$5,400

The cost of a medical transcriptionist for autopsy reports (both McLean County and out of county) and a court reporter for Coroner's Inquests comprise this expense. A portion of this expense is recouped on the revenue side of the Coroner's Office budget as a result of providing out of county autopsy services and is deposited into the General Fund.

0001-0031-0038-0758.0001 Autopsies \$22,800

Autopsy services, which include a board-certified forensic pathologist and autopsy technician, are included in this line item.

0001-0031-0038-0758.0002 Toxicology expense \$4,900

Expenses related to the use of private forensic toxicology labs and the preparation of microscopic blocks and slides at a local hospital comprise the items found within this line item. A portion of this expense is recouped on the revenue side of the Coroner's Office budget as a result of providing out of county autopsy services and is deposited into the General Fund.

I have been and will continue to monitor spending within the office in an effort to curb any unnecessary expenses for the remainder of the fiscal year.

Thank you for your time and consideration.

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2008
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Coroner's Office 0031**

WHEREAS, the McLean County Board, on November 20, 2007, 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 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, Coroner's Office 0031; and,

WHEREAS, the Coroner's Office has performed more autopsies and conducted more investigations than estimated in the Fiscal Year 2008 budget; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, December 2, 2008, recommended approval of an Emergency Appropriation Ordinance to recognize the additional expenditures necessary to conduct the business of the Coroner's Office; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following revenue:

| | <u>ADOPTED</u> | <u>ADD</u> | <u>AMENDED BUDGET</u> |
|---|----------------|--------------|---------------------------|
| Unappropriated Fund Balance 0001-0031-0038-0400.0000 | \$ 0.00 | \$ 45,100.00 | \$ 45,100.00 |

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following appropriations:

| | | | |
|--|--------------|--------------|---------------|
| Part-time Salaries 0001-0031-0038-0515.0001 | \$ 56,385.00 | \$ 12,000.00 | \$ 68,385.00 |
| Transcript Expense 0001-0031-0038-0728.0001 | \$ 12,000.00 | \$ 5,400.00 | \$ 17,400.00 |
| Autopsies 0001-0031-0038-0758.0001 | \$ 94,000.00 | \$ 22,800.00 | \$ 116,800.00 |

(2)

| | | | |
|--------------------------|--------------|--------------------|--------------|
| Toxicology Expense | | | |
| 0001-0031-0038-0758.0002 | \$ 13,000.00 | <u>\$ 4,900.00</u> | \$ 17,900.00 |
| Total: | | \$ 45,100.00 | |

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

ADOPTED by the County Board of McLean County this 16th day of December, 2008.

ATTEST:

APPROVED:

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

Matt Sorenson, Chairman
McLean County Board

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

| | OCT 2008 | OCT 2007 | TYTD 2008 | LYTD 2007 |
|-----------------------------|-----------------|-----------------|------------------|------------------|
| <i>Cases</i> | 81 | 66 | 793 | 705 |
| <i>Autopsies</i> | 7 | 12 | 96 | 107 |
| <i>Out/County Autopsies</i> | 19 | 18 | 194 | 196 |
| <i>Inquests</i> | 1 | 3 | 15 | 26 |
| <i>Coroner Rule</i> | 11 | 2 | 54 | 38 |

OCT TOTAL DEPOSITS

| | <u>Budget</u> | <u>Actual</u> |
|-------------------------------|---------------|---------------|
| <i>Copy Fees</i> | \$ 5,000.00 | 5,711.00 |
| <i>Morgue Fee</i> | 33,438.00 | 40,256.62 |
| <i>Paid to Facilities Mgt</i> | - | 8,252.00 |

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 2 (1 no autopsy)

Medical/Sudden death – 3

Homicide – 1

Other (pending tox. & autopsy results and/or inquest ruling) – 10 (8 no autopsy)

OPEN DEATH INVESTIGATIONS

Traffic Crash – 3 Homicide – 1

Medical/Sudden death – 0 Other/Pending - 11

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

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

CRIMINAL

| | Jan. | Feb. | Mar. | April | May | June | July | Aug. | Sept. | Oct. | Nov. | Dec. | 2008 YTD | 2007 YTD | Total | 2008 Projected |
|------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|------|---------------|---------------|---------------|----------------|
| Felony | 114 | 146 | 85 | 125 | 125 | 101 | 177 | 103 | 130 | 85 | 122 | | 1313 | 1269 | 1,413 | 1,457 |
| Misdemeanor | 174 | 233 | 172 | 275 | 253 | 197 | 344 | 184 | 336 | 166 | 249 | | 2583 | 2355 | 2,565 | 2,866 |
| Asset Forfeiture | 9 | 23 | 5 | 16 | 12 | 6 | 6 | 9 | 19 | 5 | 9 | | 119 | 121 | 125 | 132 |
| Mental Health | 14 | 12 | 12 | 14 | 8 | 9 | 16 | 16 | 23 | 20 | 19 | | 163 | 185 | 198 | 181 |
| Family Totals | 54 | 63 | 41 | 67 | 63 | 46 | 87 | 83 | 40 | 34 | 55 | | 633 | 685 | 751 | 702 |
| Family | 31 | 34 | 25 | 42 | 46 | 33 | 60 | 52 | 18 | 19 | 28 | | 388 | 431 | 479 | 430 |
| Order of Protection | 23 | 29 | 16 | 25 | 17 | 13 | 27 | 31 | 22 | 15 | 27 | | 245 | 254 | 272 | 272 |
| Juvenile Totals | 26 | 24 | 28 | 29 | 29 | 31 | 24 | 34 | 25 | 23 | 28 | | 301 | 323 | 347 | 334 |
| Juvenile | 0 | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | | 3 | 2 | 3 | 3 |
| Juvenile Abuse | 13 | 12 | 24 | 17 | 4 | 23 | 8 | 11 | 8 | 12 | 18 | | 150 | 179 | 190 | 166 |
| Juvenile Delinquency | 13 | 11 | 4 | 12 | 25 | 8 | 15 | 23 | 17 | 10 | 10 | | 148 | 142 | 154 | 164 |
| Traffic Totals | 2,385 | 3,147 | 2,336 | 3,411 | 3,223 | 2,446 | 3,229 | 2,345 | 3,067 | 1,613 | 3,326 | | 30,528 | 32,297 | 35,053 | 33,868 |
| Traffic | 2,289 | 3,077 | 2,269 | 3,316 | 3,151 | 2,387 | 3,136 | 2,276 | 2,992 | 1,568 | 3,252 | | 29,713 | 31,520 | 34,199 | 32,964 |
| DUI Traffic | 96 | 70 | 67 | 95 | 72 | 59 | 93 | 69 | 75 | 45 | 74 | | 815 | 777 | 854 | 904 |

CHILD SUPPORT

| | | | | | | | | | | | | | | | | |
|--------------------------------------|----|----|-----|-----|-----|----|----|----|-----|----|-----|--|------|-----|-------|-------|
| Paternity cases filed | 9 | 2 | 9 | 16 | 10 | 6 | 8 | 11 | 4 | 4 | 8 | | 87 | 112 | 131 | 97 |
| Paternity cases established | 4 | 6 | 11 | 4 | 14 | 5 | 4 | 9 | 0 | 9 | 8 | | 74 | 87 | 102 | 82 |
| Paternities excluded | 1 | 0 | 4 | 6 | 4 | 1 | 3 | 2 | 0 | 1 | 0 | | 22 | 26 | 27 | 24 |
| Support Orders entered | 66 | 52 | 108 | 105 | 92 | 64 | 69 | 68 | 89 | 71 | 91 | | 875 | 667 | 800 | 971 |
| Modification proceedings filed | 17 | 12 | 16 | 21 | 22 | 15 | 19 | 28 | 13 | 17 | 16 | | 196 | 197 | 229 | 217 |
| Modification proceedings adjudicated | 19 | 8 | 30 | 25 | 14 | 10 | 22 | 16 | 12 | 9 | 1 | | 166 | 183 | 205 | 184 |
| Enforcement actions filed | 46 | 44 | 68 | 79 | 56 | 49 | 62 | 55 | 24 | 35 | 53 | | 571 | 526 | 595 | 633 |
| Enforcement actions adjudicated | 85 | 84 | 133 | 129 | 129 | 93 | 97 | 82 | 105 | 86 | 128 | | 1151 | 907 | 1,062 | 1,277 |
| Hearings set before Hearing Officer | 81 | 30 | 127 | 82 | 81 | 64 | 82 | 82 | 86 | 86 | 82 | | 883 | 830 | 959 | 980 |
| Orders prepared by Hearing Officer | 74 | 30 | 126 | 80 | 79 | 63 | 79 | 80 | 85 | 80 | 82 | | 858 | 744 | 866 | 952 |

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

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

November 24, 2008

STATE'S ATTORNEY:

| | |
|---|----------------------|
| Beginning Balance 01/01/2008 | \$ -21,518.23 |
| (Reflects \$80,000 transfer to General Fund 12/31/02) | |
| (Reflects \$30,000 transfer to General Fund 12/31/03) | |
| Revenue | <u>13,924.16</u> |
| Total Funds Available | \$ <u>-7,594.07</u> |
| Expenditures | <u>4,291.68</u> |
| Fund Balance 11/24/2008 | \$ <u>-11,885.75</u> |

SHERIFF:

| | |
|------------------------------|---------------------|
| Beginning Balance 01/01/2008 | \$ 27,971.76 |
| Revenue | <u>31,356.23</u> |
| Total Funds Available | \$ <u>59,327.99</u> |
| Expenditures | <u>22,030.19</u> |
| Fund Balance 11/24/2008 | \$ <u>37,297.80</u> |

| | |
|--------------------|--------------|
| TOTAL FUND BALANCE | \$ 25,412.05 |
|--------------------|--------------|



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

MEMORANDUM

| | |
|--------------|---|
| DATE: | NOVEMBER 24th, 2008 |
| TO: | THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE |
| FROM: | JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES |

JNA

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

The current contract for Physician Services at the McLean County Adult Detention Facility expires on December 31, 2008. At this time, we respectfully recommend renewal of this contract for an additional two year period of time.

We also recommend that the rate of compensation for the 2009 contract year be increased by 4% from \$52,100.00 to \$54,184.00, effective January 1, 2009. This figure was negotiated with representatives of OSF HealthCare System, and is within the parameter of the approved fiscal year 2009 budget for the McLean County Adult Detention Facility Physician. The compensation rate for the 2010 contract year will be negotiated prior to January of 2010.

Dr. Inoue continues to provide on site medical services to the inmate population three days per week, and OSF HealthCare System provides on-call coverage through OSF Medical Group/Internal Medicine.

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.

CONTRACT
McLEAN COUNTY ADULT DETENTION FACILITY PHYSICIAN

THIS AGREEMENT, made this 16th day of December, 2008 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, 2009 through December 31, 2009), provide compensation to HOSPITAL for services of the MCDF PHYSICIAN at an annual rate of \$54,184.00 per year payable on a monthly basis.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1, 2009 and terminate on December 31, 2010 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 16th of December, 2008.

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

ATTEST:

By: _____
Secretary

By: _____
Kenneth J. Natzke, Administrator
OSF St. Joseph Medical Center

COUNTY OF McLEAN, a body politic and corporate

ATTEST:

By: _____
Matt Sorensen, Chairman
McLean County Board

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

APPROVED:

Mike Emery
McLean County Sheriff



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

MEMORANDUM

| | |
|--------------|--|
| DATE: | November 24 th , 2008 |
| TO: | THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE |
| FROM: | JOAN NAOUR, DIRECTOR/MCDF HEALTH SERVICES |

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

We respectfully recommend renewal of the contract with the McLean County Center for Human Services for contract year 2009. This contract allows us to provide mental health services for the inmate population. These services include on site counseling for twenty-four hours each week, weekly two hour sessions by the MCDF Psychiatrist, and crisis intervention whenever necessary.

In addition, we also recommend that the rate of compensation be increased by 3% from \$78,000.00 to \$80,340.00 for the 2009 contract year. This figure was negotiated with representatives of McLean County Center for Human Services, and is within the parameter of the approved fiscal year 2009 budget for mental health services for the McLean County Adult Detention Facility.

There are no other additions/deletions in the contract language, and mental health services provided for individuals incarcerated in the McLean County Detention Facility remain the same.

We would be happy to provide any additional information or address any questions or concerns that you may have regarding this contract. Thank you.

CONTRACT 553140-CY09

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, 2009 through December 31, 2009, to provide crisis intervention, clinical consultation, psychiatric services and other mental health services for McLean County Detention Facility inmates specified in this CONTRACT.
2. The McLean County Board agrees to pay for such services, through the Tort Judgment Fund, an amount not more than EIGHTY THOUSAND THREE HUNDRED FORTY DOLLARS (\$80,340) 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 in twelve equal payments beginning January 2009.

9. The AGENCY will provide the McLean County Detention Facility and the BOARD the following information on a quarterly basis:
 - a. Total hours provided for scheduled on-site mental health assessment, counseling, and consultation services by clinical staff.
 - b. Total hours provided for on-site psychiatric services.
 - c. Total hours provided for emergency assessments by the Crisis Intervention Team.

10. 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 or the McLean County Board to receive adequate County funding from the Tort Judgment Funds.

11. 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.

12. AGENCY shall save and hold the BOARD, and the McLean County Board, (including its officials, agents, and employees) and the McLean County Sheriff 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, the McLean County Board and the McLean County Sheriff /or their agents and employees, or paid for on behalf of BOARD or McLean County Board and/or their agents and employees, by insurance provided by BOARD or McLean County Board.

13. 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.

14. The AGENCY shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD:

15. 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.

16. 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, and 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.
17. 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.
18. 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.
19. 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.
20. This CONTRACT may not be assigned or Subcontracted by AGENCY to any other person or entity without the written consent of BOARD.
21. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
22. 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.
23. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. The BOARD or McLean County 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, the McLean County Board, and McLean County Sheriff in a writing approved by and signed by persons with lawful authority granted by the BOARD, McLean County Board or McLean County Sheriff to execute such writing.

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

Mike Emery
McLEAN COUNTY SHERIFF

Date

McLEAN COUNTY CENTER FOR HUMAN SERVICES

By: _____
Tom Barr, Director Date

McLEAN COUNTY BOARD OF HEALTH

By: _____
Daniel Steadman, President Date

McLEAN COUNTY BOARD

By: _____
Matt Sorensen, Chairman Date

ATTEST:

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

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

MEMORANDUM

| | |
|--------------|---|
| DATE: | NOVEMBER 24TH, 2008 |
| TO: | THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE |
| FROM: | JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES |

TOPIC: RECOMMENDATION FOR RENEWAL OF AN AGREEMENT WITH MERLE PHARMACY NO.1, INC. FOR THE PROVISION OF PHARMACEUTICAL SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY.

William Martin, RPh, under the auspices of Merle Pharmacy No.1, Inc. has provided pharmaceutical services for the McLean County Adult Detention Facility since January of 2002. The current Agreement for the provision of pharmaceutical services expires December 31st, 2008, and we respectfully recommend renewal of the Agreement with Merle Pharmacy No.1, Inc. for an additional year.

Effective in June of 2008, a 1st Amendment was added to the current pharmaceutical Agreement. This Amendment increased the Average Wholesale Price (AWP) discount and it is anticipated that we will reduce our monthly pharmaceutical costs by 25-30% on a yearly basis. The discounts in the Average Wholesale Price which were approved previously will continue in the 2009 contract year, and all charges will be monitored on a monthly basis.

During the past seven years, we have been favorably impressed with the ability of Mr. Martin and the staff at Merle Pharmacy No.1, Inc. to provide for the pharmaceutical needs of the McLean County Adult Detention Facility. We would be happy to provide any additional information or address any questions or concerns that you may have regarding this Agreement. Thank you.

AGREEMENT

McLEAN COUNTY ADULT DETENTION FACILITY PHARMACEUTICAL SERVICES

THIS AGREEMENT, made this 16th of December, 2008, by and between the McLEAN COUNTY BOARD, hereinafter known as the BOARD, and Merle Pharmacy No.1, Inc., a pharmacy registered in the State of Illinois, hereinafter known as the PROVIDER.

WHEREAS, the COUNTY OF McLEAN has the authority under 730 ILCS 5/3-15-2 (1997) to provide medical care to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, there is a need to provide prescription and non-prescription medication, pharmaceutical supplies, and reasonable pharmaceutical services to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, the PROVIDER is a Pharmacy registered in the State of Illinois, and has the capacity to provide such services:

THE PROVIDER AGREES TO:

1. Provide prescription and non-prescription medication and pharmaceutical supplies on a twenty-four hour, seven day per week basis for the inmates incarcerated at the McLean County Detention Facility
2. Provide medications in the packaging and quantity requested by McLean County Detention Facility Health Services staff.
3. Provide a medication cart adequate for the needs of the MCDF Health Services Program. It is understood that the medication cart shall remain the property of the PROVIDER.
4. Substitute generic equivalent prescription and non-prescription medications, including pharmaceutical supplies, for brand name products unless "no substitution" is expressly stated on the order.
5. Report to the Director of MCDF Health Services and advise the same on all matters related to pharmaceutical practices within the Facility, including development of an MCDF Formulary.
6. Assist the MCDF Health Services Staff in developing and implementing policies that will assure high quality pharmaceutical services.
7. Recommend needed supplies and equipment.
8. Participate in program evaluation activities as required by licensing and regulatory bodies, e.g. quarterly on-site review of pharmaceutical program.
9. Maintain all licenses and certifications necessary to practice Pharmacy in the State of Illinois throughout the term of the Agreement.
10. By the mutual agreement of the parties, provide on-site delivery of stock and individual routine medications on a weekly basis and daily delivery of new medications which may be ordered by the MCDF Physician, MCDF Psychiatrist, or the MCDF Dentist, and consult with the MCDF Health Services staff

and with the Sheriff as Jail 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.

11. Arrange for pharmaceutical coverage during absences.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current pharmaceutical practices with respect to services to be performed under the Agreement.
13. Secure and maintain malpractice insurance and Worker's Compensation Insurance for any pharmaceutical employees and, upon request, supply to the BOARD a certificate of insurance evidencing such coverage.
14. Indemnify and hold harmless the BOARD, its agents and employees and assigns against any and all claims arising out of or relating to the PROVIDER'S activities pursuant to this Agreement.
15. Agree to accept payment as reimbursement in full for the services described in this Agreement. In the event that an additional source pays the PROVIDER subsequent to payment by the BOARD, the BOARD shall be immediately notified and provisions made for repayment either directly or through a billing adjustment.

THE BOARD AGREES TO:

1. Implement policies which assure high quality pharmaceutical services.
2. Provide adequate 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 Board, and executed through the McLean County Detention Facility Health Services staff.
3. Provide their employees with liability coverage as deemed appropriate.
4. Participate in program evaluation activities as required by funding sources or regulatory bodies.
5. Provide maintenance of equipment and secure storage for medications.
6. Provide periodic statistical reports as deemed appropriate.
7. Provide compensation to the PROVIDER for reimbursable services, which shall be limited to prescription or non-prescription medications and pharmaceutical supplies and delivery of the same.
8. Agree to pay the PROVIDER for services rendered at the following Average Wholesale Price (AWP):
 - a) Brand Name Medications AWP minus 12%
 - b) Generic Medications AWP minus 40%
 - c) OTC Medications AWP minus 25%
9. Reimburse PROVIDER for services delivered between the execution date of this Agreement and termination date of this contract. Said payment for services rendered shall be made

within thirty (30) days following receipt of an invoice from the PROVIDER by the BOARD. It is further understood that funding for this Agreement is provided through the Tort Judgment Fund and that invoices are subject to approval by the BOARD.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1st, 2009 and terminate on December 31st, 2009, unless terminated by either party in accordance with 14. a or b of this section.
2. No administrative practice of the Board shall unduly restrict or compromise the pharmaceutical judgement of the MCDF Pharmacist.
3. Nothing in this Agreement shall prevent the PROVIDER from engaging in pharmaceutical practices or services apart from those provided to the BOARD.
4. It is understood by both parties that the PROVIDER is a pharmacist licensed to practice pharmacy in the State of Illinois and is not an employee of the BOARD.
5. The PROVIDER 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 the Agreement. However, the BOARD reserves the right to inspect the PROVIDER'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
6. In the event the BOARD'S equipment is used by the PROVIDER 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 PROVIDER during the period of such use by the PROVIDER or subcontractor.
7. The PROVIDER 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.
8. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
9. 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.
10. 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.
11. 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.

12. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel shall be determined by the BOARD and executed through staff.
13. All other provisions of employment shall be governed by the McLean County Personnel Policies and Procedures Ordinance as administered through the BOARD.
14. This AGREEMENT may be terminated for any of the following reasons:
 - a) At the request of the PROVIDER upon sixty days written notice.
 - b) At the request of the Board upon sixty days written notice.
15. 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.
16. This Agreement may not be assigned or subcontracted by the MCDF Pharmacist to any other person or entity without the written consent of the Board.
17. This agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
18. It is understood by both parties that this Agreement remains in effect pursuant to an administrative agreement between the BOARD and will terminate in the event that this administrative agreement expires and is not renewed.
19. It is understood that the terms of this Agreement include all agreements made by the BOARD and the PROVIDER without regard to any oral conversations which may have taken place prior to the execution of the Agreement or subsequent hereto, and that any changes shall be made in writing and agreed to by both parties.
20. 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.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple original on the date(s) written below.

William M. Martin, RPh
Merle Pharmacy No. 1, Inc.

Mike Emery
McLean County Sheriff

APPROVED:

ATTEST:

Matt Sorensen, Chairman
McLean County Board

Peggy Ann Milton, County Clerk
McLean County, Illinois

CONTRACT

This Contract, entered into this 1st day of January, 2009, 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 service 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 \$3,317.21 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 maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

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, 2009 and terminate on December 31, 2009.

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 foregoing, 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. John L. Wright, Jr.
709 East Douglas
Bloomington, IL 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.

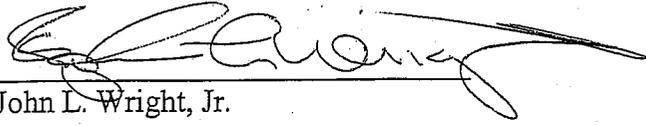
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

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 _____, 2008.

APPROVED:



John L. Wright, Jr.
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, 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, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Terry W. Dodds, 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. Terry W. Dodds 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 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 \$3,317.21 per month.

The Special Public Defender agrees to:

1. Terry W. Dodds 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 seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

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, 2009 and terminate on December 31, 2009.

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. Terry W. Dodds
624 North Main Street
Bloomington, IL 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 _____, 2008.

APPROVED:



Terry W. Dodds
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, 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, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David N. Rumley, 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 N. Rumley 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 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 \$3,317.21 per month.

The Special Public Defender agrees to:

1. David N. Rumley 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 seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 84 cases during the contract period.

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, 2009 and terminate on December 31, 2009.

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 foregoing, 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. David N. Rumley
401 W. Elm
Urbana, IL 61801

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.

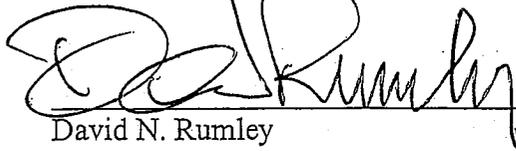
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

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 _____, 2008.

APPROVED.



David N. Rumley
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, 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, 2009, 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 \$1,875.00 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 \$1,875.00 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, 2009 and terminate on December 31, 2009.
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 all 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
306 East Grove Street
Bloomington, IL 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.

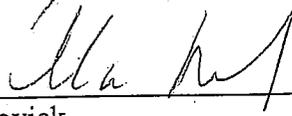
12. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

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 _____, 2008.

APPROVED:



Alan Novick
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, 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, 2009, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Keith Davis, 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. Keith Davis 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 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. Keith Davis 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 SVPKA 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, 2009 and terminate on December 31, 2009.
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. Keith Davis
103 N. Main Street
Bloomington, IL 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 _____, 2008.

APPROVED:



Keith Davis
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Matt Sorensen, Chairman
McLean County Board

ATTEST:

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

December 1, 2008

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

Re: Monthly Caseload - MONTH ENDING October 31, 2008

Dear Committee Members:

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

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

| CASE TYPES | MONTHLY TOTALS 2007 | MONTHLY TOTALS 2008 | YTD TOTALS 2007 | YTD TOTALS 2008 | % CHANGE YTD |
|----------------------------------|---------------------------|---------------------------|-----------------------|-----------------------|--------------------|
| FELONIES | 134 | 85 | 945 | 943 | <.2%> |
| MISDEMEANORS | 114 | 144 | 1164 | 1292 | 11% |
| DUI | 22 | 30 | 221 | 264 | 19% |
| TRAFFIC | 54 | 61 | 687 | 573 | <17%> |
| JUVENILE | 30 | 27 | 210 | 220 | 5% |
| (DELINQUENT) | 20 | 20 | 104 | 124 | 19% |
| (ABUSE/NEGLECT) | 10 | 7 | 106 | 96 | <9%> |
| MENTAL HEALTH CASES | 4 | 8 | 76 | 53 | <30%> |
| Involuntary Commitment | 4 | 8 | 73 | 53 | <27%> |
| Medication Compliance Orders | 0 | 0 | 3 | 0 | <300%> |
| POST-CONVICTION & SVPCA CASES | 0 | 0 | 3 | 5 | 67% |
| TOTAL | 358 | 355 | 3306 | 3350 | 1% |

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

| CASE TYPE | PUBLIC DEFENDER ATTORNEYS | NEW MONTHLY TOTALS | YTD TOTALS | NEW PTR/REVIEW TOTALS |
|-----------|---------------------------|--------------------|------------|-----------------------|
| F | RON LEWIS | 7 | 103 | 5 |
| F | JAMES TUSEK | 8 | 98 | 1 |
| F | CARLA HARVEY | 8 | 102 | 5 |
| F | BRIAN MCELLOWNEY | 12 | 97 | 2 |
| F | JOHN WRIGHT-C | 7 | 62 | NA |
| F | TERRY DODDS-C | 6 | 63 | NA |
| F | DAVID RUMLEY-C | 5 | 60 | NA |
| F | KELLY HARMS | 24 | 263 | 4 |
| M | KELLY HARMS | 0 | 0 | 0 |
| F | MATTHEW KOETTERS | 0 | -2 | 0 |
| CM | MATTHEW KOETTERS | 0 | 116 | 0 |
| F | JENNIFER LOCKE | 0 | 19 | 1 |
| CM | JENNIFER LOCKE | 70 | 613 | 7 |
| F | AMY RUIPIER | 0 | 4 | 0 |
| CM | AMY RUIPIER | 74 | 550 | 1 |
| DUI | AMY RUIPIER | 0 | 45 | 0 |
| TR | AMY RUIPIER | 0 | 85 | 0 |
| DUI | BARBARA BAILEY | 17 | 136 | 0 |
| TR | BARBARA BAILEY | 36 | 288 | 0 |
| DUI | RACHELLE ROTH | 13 | 83 | 0 |
| TR | RACHELLE ROTH | 25 | 197 | 0 |
| JD | ART FELDMAN | 20 | 124 | 3 |
| JA | ROB KEIR | 5 | 64 | NA |
| JA | MATTHEW KOETTERS | 6 | 58 | NA |
| JA | ALAN NOVICK-C | 1 | 7 | NA |
| PC/SVP | KEITH DAVIS-C | 0 | 5 | NA |
| PVT | PRIVATE COUNSEL-CF | 13 | 128 | 0 |
| PVT | PRIVATE COUNSEL-CM | 10 | 66 | 0 |
| PVT | PVT COUNSEL-DUI/TR | 12 | 80 | 0 |
| W/D | WITHDRAWN-CF | 2 | 22 | 0 |
| W/D | WITHDRAWN-CM | 10 | 52 | 0 |
| W/D | WITHDRAWN-DUI/TR | 1 | 9 | 0 |

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

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

DUI= DUI

TR= Traffic

M= Misdemeanor

October 2008 DISPOSITIONS

| DISPOSITION | FELONY | MISDEMEANOR | TRAFFIC / DUI |
|-----------------------------|--------|-------------|---------------|
| PLEA / ORIGINAL OFFER | 40 | 90 | 20 |
| PLEA / LESSER | 18 | 8 | 2 |
| BENCH TRIAL / WIN | 0 | 0 | 0 |
| BENCH TRIAL / LOSS | 2 | 2 | 0 |
| JURY TRIAL / WIN | 3 | 1 | 0 |
| JURY TRIAL / LOSS | 3 | 1 | 0 |
| DISMISSED / UPFRONT | 3 | 2 | 1 |
| DISMISSED / TRIAL | 1 | 7 | 6 |
| KNOCKDOWN | 0 | 0 | 0 |
| DISMISSED PER PLEA | 3 | 15 | 7 |
| PRIVATE COUNSEL | 13 | 10 | 12 |
| PLEA / BLIND | 7 | 2 | 0 |
| REFILED AS FELONY | 0 | 2 | 0 |
| WITHDRAWN | 2 | 10 | 1 |
| DIRECTED VERDICT | 0 | 1 | 0 |
| P.D. DENIED/NOT RECOMMENDED | 1 | 2 | 0 |

An **EMERGENCY APPROPRIATION** Ordinance
 Amending the McLean County Fiscal Year 2008
 Combined Annual Appropriation and Budget Ordinance
 General Fund 0001
 Court Services Department 0022

WHEREAS, the McLean County Board, on November 20, 2007, 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 2008 Fiscal Year beginning January 1, 2008 and ending December 31, 2008; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the United States Department of Justice for Fiscal Years 2008 through 2010 in the amount of \$333,002.00 for purchase of equipment, supplies and certain contractual services; and,

WHEREAS, the Court Services Department wishes to appropriate and budget this additional revenue in the Fiscal Year 2008 Adopted Budget; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, December 2, 2008, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2008 to appropriate and budget this additional revenue and related expenditures in the Fiscal Year 2008 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

| | <u>ADOPTED</u> <u>BUDGET</u> | <u>ADD</u> | <u>AMENDED</u> <u>BUDGET</u> |
|--|---------------------------------|--------------|---------------------------------|
| 0001-0022-0024-0404.0202 Office of Justice Programs | \$ 0.00 | \$ 27,750.00 | \$ 27,750.00 |

(2)

2. That the County Auditor is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

| | <u>ADOPTED BUDGET</u> | <u>ADD</u> | <u>AMENDED BUDGET</u> |
|---|---------------------------|--------------|---------------------------|
| 0001-0022-0024-0601.0002 Clothing-Non Employee | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| 0001-0022-0024-0607.0001 Food | \$ 4,500.00 | \$ 2,000.00 | \$ 6,500.00 |
| 0001-0022-0024-0620.0001 Operating/Office Supplies | \$ 7,000.00 | \$ 1,000.00 | \$ 8,000.00 |
| 0001-0022-0024-0621.0001 Non-major Equipment | \$ 1,000.00 | \$ 975.00 | \$ 1,975.00 |
| 0001-0022-0024-0622.0004 Drug Testing Chemicals | \$ 0.00 | \$ 10,000.00 | \$ 10,000.00 |
| 0001-0002-0024-0718.0001 Schooling and Conferences | \$ 5,500.00 | \$ 2,000.00 | \$ 7,500.00 |
| 0001-0022-0024-0706.0001 Contractual Services | \$ 100.00 | \$ 11,275.00 | \$ 11,375.00 |

ADDITIONAL TOTAL: \$27,750.00

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

ADOPTED by the County Board of McLean County this 16th day of December, 2008.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

An **EMERGENCY APPROPRIATION** Ordinance
 Amending the McLean County Fiscal Year 2009
 Combined Annual Appropriation and Budget Ordinance
 General Fund 0001
 Court Services Department 0022

WHEREAS, the McLean County Board, on November 18, 2008, 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 2009 Fiscal Year beginning January 1, 2009 and ending December 31, 2009; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022 has been notified of funding from the United States Department of Justice for Fiscal Years 2008 through 2010 in the amount of \$333,002.00 for purchase of equipment, supplies and certain contractual services; and,

WHEREAS, the Court Services Department wishes to appropriate and budget this additional revenue and related expenditures in the Fiscal Year 2009 Adopted Budget; and,

WHEREAS, the Justice Committee, at its regular meeting on Tuesday, December 2, 2008, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2009 to appropriate and budget this additional revenue and related expenditures in the Fiscal Year 2009 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

| | <u>ADOPTED</u> <u>BUDGET</u> | <u>ADD</u> | <u>AMENDED</u> <u>BUDGET</u> |
|--|---------------------------------|--------------|---------------------------------|
| 0001-0022-0024-0404.0202 Office of Justice Programs | \$ 0.00 | \$111,000.00 | \$111,000.00 |

2. That the County Auditor is directed to add to the appropriated budget of the Court Services Department, General Fund 0001, Court Services Department, Department 0022, Court Services Program 0024, the following appropriation:

| | <u>ADOPTED BUDGET</u> | <u>ADD</u> | <u>AMENDED BUDGET</u> |
|---|---------------------------|--------------|---------------------------|
| 0001-0022-0024-0601.0002 Clothing-Non Employee | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| 0001-0022-0024-0607.0001 Food | \$ 3,750.00 | \$ 4,000.00 | \$ 7,750.00 |
| 0001-0022-0024-0620.0001 Operating/Office Supplies | \$ 8,000.00 | \$ 5,000.00 | \$13,000.00 |
| 0001-0022-0024-0621.0001 Non-major Equipment | \$ 1,000.00 | \$ 1,000.00 | \$ 2,000.00 |
| 0001-0022-0024-0622.0004 Drug Testing Chemicals | \$ 0.00 | \$20,000.00 | \$ 20,000.00 |
| 0001-0002-0024-0718.0001 Schooling and Conferences | \$ 7,000.00 | \$15,000.00 | \$ 22,000.00 |
| 0001-0022-0024-0706.0001 Contractual Services | \$ 100.00 | \$ 29,500.00 | \$29,600.00 |
| 0001-0022-0024-850.0001 Major Capital Purchase | \$ 0 | \$ 36,000.00 | \$ 36,000.00 |

ADDITIONAL TOTAL: \$111,000.00

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

ADOPTED by the County Board of McLean County this 16th day of December, 2008.

ATTEST:

APPROVED:

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

Matt Sorensen, Chairman
McLean County Board

Memo

To: Honorable Members of the Justice Committee
From: Lori McCormick
Date: November 20, 2008
Re: Mental Health Contract at the Juvenile Detention Center

I have attached for your review a proposed 2009 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 2009. The total services provided will not exceed \$28,335.

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 2009.

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

Attachment

CONTRACT FOR COUNSELING SERVICES

WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 16th day of December, 2008, 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, 2009, through December 31, 2009, 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 \$28,335 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 \$ 89.84 hr.
 - b. Scheduled In-house individual counseling \$ 49.89 hr.
 - c. Scheduled group counseling \$ 76.51 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 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.

Lori A. McCormick-
McLean County Juvenile Detention Center

Cathy Vogel

McLean County Board

By _____
Matt Sorensen, Chairman

Attest:

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

Memo

To: Honorable Members of the Justice Committee

From: Lori McCormick

Date: November 20, 2008

Re: Contract for Physician

I have attached for your review a proposed 2009 physician contract amendment between OSF Healthcare Systems and McLean County Juvenile Detention Center.

This contract is a three (3) year contract, with 2009 being the last year of the contract. The 2009 contract amendment indicates 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 2009.

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

Attachment

Amendment to the Contract
McLean County Juvenile Detention Center Physician

Pursuant to the terms of the McLean County Juvenile Detention Center Physician contract Page 3, 9., Provide compensation to the HOSPITAL for the services of the MCJDC PHYSICIAN....for the period of January 1, 2009 through December 31, 2009 shall be \$ 13, 538 per year payable on a monthly basis. All other terms and conditions of the 3-year agreement shall remain in effect.

APPROVED by the McLean County Board this 16th day of December 2008

HOSPITAL

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

By: _____

MCLEAN COUNTY

By: _____
MATT SORENSEN, CHAIRMAN

ATTEST:

By: _____
Peggy Ann Milton, Clerk of the County
Board of McLean County, Illinois



McLean County Court Services

Law & Justice Center

104 W. Front Street, Room 700 Bloomington, IL 61702-2400

Phone: 309-888-5360 Fax: 309-888-5647

Memo

To: Honorable Members of the Justice Committee

From: Lori McCormick

CC: Chief Judge Elizabeth A. Robb

Date: 11/25/08

Re: Redeploy Illinois Grant

As you are aware, the Court Services Department applied for a Redeploy Illinois Grant after receiving permission from the County to do so. There are neither match nor personnel costs associated with this grant. On November 24, 2008, I was made aware that the Oversight Board of Redeploy Illinois will be recommending that McLean County receive funding for the program which will cover the period from December 15, 2008 until June 30, 2009 in the amount of \$141,845.00. It is also being recommended that the County receive \$189,712.00 from July 1, 2009 until June 30, 2010 for the same program.

I am respectfully requesting the Committee's approval to accept this grant, and will be available on December 2, 2008 to answer any specific questions.

Thank you for your consideration in this matter

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

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

Total Caseload – 872 (881 last month)

Average caseload per officer 125 (126 last month)

Presentence Reports Completed – 39 (29 last month)

* Total Workload Hours Needed – 1518.00 (1532.00 last month)

** Total Hours Available - 1650.00

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

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

AOIC workload standards indicate **an additional -0.878 adult officers are needed.** (-1.285 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 159 (155 last month)

Average caseload per officer 40 (39 last month)

Social History Reports Completed – 2 (3 last month)

* Total Workload Hours Needed – 595.5 (573 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 -.03 juvenile officers are needed.** (-.18 last month)

SPECIAL PROGRAMS

EARLY INTERVENTION PROBATION (JUVENILE EIP)

2 Person unit with a maximum caseload of 30

Total caseload - 29 (last month 31)

Social History Reports - 5 (last month 1)

DRIVING UNDER THE INFLUENCE UNIT (Adult)

1 person unit with a maximum caseload of 40

Total Caseload – 78 (77 last month)

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 47 (40 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 21 (18 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences – 31 (42 last month)

Total Caseload Informal Probation – 27 (19 last month)

Total Intake Screen Reports (juvenile police reports received) 172 (201 last month)

COMMUNITY SERVICE PROGRAM

2.5 person unit (2 officers and .5 Clerk)

Total Caseload Adult - 543 (504 last month)

Total Caseload Juvenile – 70 (64 last month)

Total Hours Completed **Adult** – 7131 (\$55,265.25 Symbolic Restitution \$7.75)

October New Hours ordered – 10,125

Total new intakes – 70 (Felony, Misd, DUI, Traffic, Ordinance)

Total Hours Completed **Juvenile** – 233.25 (\$1,807.69 Symbolic Restitution \$7.75)

September New Hours ordered – 130

Total new intakes – 4 (Delinquency, Traffic, Ordinance)

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

DOMESTIC VIOLENCE PROGRAM

2.5 person unit (2 Officers and .5 Clerk)

Total Probation Caseload – 92 (90 last month)

PRETRIAL RELEASE PROGRAM

2 person unit

Total number bond reports submitted – 36 (24 last month)

Total number of defendants released -15 (12 last month)

Total number of defendants supervised – 29 (28 last month)

DRUG COURT

2 person unit

Total number in program – 36 active (34 last month)

2008
JUVENILE DETENTION CENTER
MCLEAN COUNTY

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Felony Mob Action | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | | |
| Felony Unlawful Use of Weapon | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | | |
| Hold for Placement | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Home Invasion | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | | |
| Intimidation | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | |
| Manufacture & Delivery of Controlled Substance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | | |
| Mob Action | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | | |
| Possession of Cannabis | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Possession of Controlled Substance | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | | |
| Possession of Controlled Substance on School Grounds | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Possession of Controlled Substance w/Intent to Deliver | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | | |
| Possession of Firearm in Public | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | | |
| Possession of Like Alike Substance | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Possession of Stolen Vehicle | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | | |
| Request for Apprehension | 3 | 1 | 1 | 3 | 1 | 0 | 1 | 0 | 2 | 2 | | |
| Residential Burglary | 3 | 0 | 0 | 0 | 1 | 5 | 0 | 2 | 0 | 1 | | |
| Resisting Arrest | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Robbery | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 4 | 0 | 0 | | |
| Unlawful Use of Weapons | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 1 | | |
| Residence fo Minors Detained | | | | | | | | | | | | |
| Bloomington | 15 | 12 | 6 | 14 | 8 | 15 | 11 | 21 | 11 | 13 | | |
| Normal | 1 | 1 | 4 | 7 | 5 | 1 | 6 | 2 | 4 | 5 | | |
| Anchor | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| ElPaso | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | | |
| Gridley | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | | |
| Heyworth | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 1 | 0 | | |
| Hudson | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | | |
| LeRoy | 0 | 0 | 0 | 1 | 0 | 2 | 2 | 1 | 1 | 0 | | |
| McLean | 1 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | | |
| Rochelle | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | | |

2008
JUVENILE DETENTION CENTER
MCLEAN COUNTY

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|------------------------------|------|------|------|------|------|------|------|------|------|------|-----|-----|
| Saybrook | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 1 | 0 | | |
| Indiana | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | | |
| Average Daily Population | 10.5 | 11.7 | 13.5 | 11 | 13 | 9.8 | 8.3 | 13.4 | 13.5 | 10.2 | | |
| Average Daily Population:YTD | 10.5 | 11.1 | 11.9 | 11.7 | 11.9 | 11.6 | 11.1 | 11.4 | 11.6 | 11.5 | | |
| Number of Days in Detention | 325 | 340 | 420 | 329 | 402 | 294 | 257 | 414 | 406 | 317 | | |
| Revenue: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |

2008
 Juvenile Detention Center
 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 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 13 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 1 | 0 |
| 14 | 0 | 4 | 2 | 2 | 3 | 2 | 2 | 4 | 3 | 3 | 3 | 0 |
| 15 | 6 | 4 | 3 | 2 | 0 | 3 | 2 | 3 | 5 | 6 | 6 | 0 |
| 16 | 8 | 6 | 2 | 8 | 9 | 6 | 4 | 2 | 8 | 10 | 10 | 0 |
| 17 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| 18 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | |
| Sex of Minors Detained | | | | | | | | | | | | |
| Male | 14 | 14 | 6 | 8 | 10 | 6 | 8 | 8 | 11 | 20 | 20 | 0 |
| Female | 2 | 1 | 1 | 5 | 2 | 6 | 1 | 1 | 5 | 1 | 1 | 0 |
| | | | | | | | | | | | | |
| Race of Minors Detained | | | | | | | | | | | | |
| Caucasian | 13 | 14 | 5 | 9 | 8 | 10 | 6 | 5 | 13 | 17 | 17 | 0 |
| African-American | 3 | 1 | 2 | 4 | 2 | 2 | 2 | 4 | 3 | 4 | 4 | 0 |
| Hispanic | 0 | 0 | 0 | 0 | 2 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| | | | | | | | | | | | | |
| Offenses of Which Minor was Detained | | | | | | | | | | | | |
| Dispositional Detention | 5 | 9 | 0 | 7 | 8 | 4 | 3 | 2 | 6 | 10 | 10 | 0 |
| Warrant | 3 | 3 | 1 | 2 | 2 | 1 | 1 | 2 | 1 | 1 | 1 | 0 |
| Aggravated Assault | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| Aggravated Battery | 2 | 0 | 2 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 1 | 0 |
| Aggravated Criminal Sexual Abuse | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Aggravated Discharge of Firearm | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 |
| Aggravated Domestic Battery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 1 | 0 |
| Armed Robbery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 0 |
| Burglary | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| Court Ordered | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2 | 0 | 0 |
| Delivery of Cannabis | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 |
| Disorderly Conduct | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 |
| Domestic Battery | 0 | 0 | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| Felony Criminal Damage | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 |
| Hold for Interstate Compace | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 |
| Home Confinement Violation | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

2008
 Juvenile Detention Center
 Out of County

| | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
|--|-------|-------|-------|-------|-------|-------|------|-------|-------|--------|-----|-----|
| IDJJ | 1 | 1 | 0 | 0 | 1 | 2 | 2 | 1 | 1 | 0 | 2 | |
| Motor Vehicle Theft | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Possession of Controlled Substance | 0 | 0 | 0 | 0 | 0 | 2 | 2 | 1 | 0 | 0 | 0 | |
| Possession of Controlled Substance on School Grounds | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Possession of Drug Paraphernalia | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Probation Violation | 1 | 0 | 1 | 0 | 0 | 1 | 1 | 0 | 0 | 1 | 0 | |
| Residential Burglary | 1 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 1 | 2 | |
| Robbery | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 2 | |
| Sexual Contact with an Animal | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Unlawful Use of Weapon | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Vehicular Burglary | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | |
| Residence of Minors Detained | | | | | | | | | | | | |
| Bureau | 1 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 2 | |
| Champaign | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | |
| DeWitt | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 2 | 1 | 1 | 1 | |
| Ford | 0 | 0 | 0 | 0 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | |
| Jefferson | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Livingston | 6 | 3 | 2 | 4 | 7 | 6 | 3 | 0 | 0 | 3 | 4 | |
| Logan | 3 | 3 | 1 | 4 | 2 | 2 | 2 | 1 | 1 | 7 | 7 | |
| Macon | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 2 | 3 | |
| Mason | 0 | 2 | 0 | 1 | 0 | 1 | 1 | 0 | 0 | 0 | 0 | |
| Menard | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Mercer | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Peoria | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | |
| Platt | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | |
| Tazewell | 0 | 2 | 2 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Woodford | 5 | 2 | 0 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 3 | |
| Minnesota | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Average Daily Population | 6.9 | 8.8 | 5.8 | 6.7 | 5.6 | 7.1 | 3.6 | 4.6 | 5.3 | 5.3 | 9 | |
| Average Daily Population:YTD | 6.9 | 7.9 | 7.2 | 7.1 | 6.8 | 6.8 | 6.4 | 6.1 | 6 | 6 | 6.3 | |
| Number of Days in Detention | 214 | 255 | 179 | 201 | 174 | 213 | 113 | 142 | 158 | 280 | | |
| Revenue: | 16070 | 20510 | 14930 | 16420 | 12940 | 16260 | 8950 | 13280 | 12770 | 22,450 | | |