



EXECUTIVE COMMITTEE AGENDA  
Room 404, Government Center

**Tuesday, January 11, 2005**

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – December 14, 2004
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
  - A. Executive Committee – Chairman Sweeney
    - 1) Items to be Presented for Committee Action:
      - a) REAPPOINTMENTS:  
**Emergency Telephone System Board**  
Sheriff Dave Owens  
104 West Front Street  
Bloomington, IL 61701  
(4-year term expiring January, 2009)  
  
**Emergency Telephone System Board**  
Mr. Glenn Wilson  
1513 Ironwood Drive  
Normal, IL 61761  
(4-year term expiring January, 2009)

- b) **APPOINTMENTS:**  
**Emergency Telephone System Board**  
Dr. Allan Griffith, M.D. 1  
Medical Director & Vice President of Prairie  
Emergency Group  
BroMenn Healthcare  
8 Franklin Ave.  
Normal, IL 61761  
(Appointed to fill unexpired term through  
January, 2006)
- c) **RESIGNATIONS**  
  
None
- d) Request Approval to Apply for Membership  
In Metro Counties 2-7
- 2) **Items to be Presented for Information:**  
a) Information Services Status Report 8  
b) General Report  
c) Other
- C. Land Use and Development Committee – Chairman Gordon  
1) **Items to be Presented to the Board:**  
a) General Report  
b) Other
- D. Property Committee – Chairman Bostic  
1) **Items to be Presented to the Board:**  
a) Request Approval of 2005 Vehicle Bids  
for Parks and Recreation Department  
b) Request Approval of Attachment No. 3  
to Amendment to Lease and Operation  
Maintenance Agreement for the  
Government Center (to be considered  
At Stand-up Meeting)—Facilities Management  
Department  
c) General Report  
d) Other
- E. Transportation Committee – Chairman Bass  
(NOTE: Committee is scheduled to meet on Tuesday,  
January 11, 2005, at 8:00 a.m.)  
1) **Items to be Presented to the Board:**  
a) General Report  
b) Other

F. Finance Committee – Chairman Sorensen

- 1) Items to be Presented to the Board:
  - a) Request Approval for Additional Compensation for Certain Exempt Positions in Accordance with Fiscal Year 2005 Adopted Budget Policy Resolution—County Administrator's Office
  - b) General Report
  - c) Other

G. Justice Committee – Chairman Renner

- 1) Items to be Presented for Committee Action:
  - a) Request Approval of Contract with Woodford County for Lease of Space in the McLean County Juvenile Detention Center—Court Services 9-14
  - b) Request Approval of Contract with Logan County for Lease of Space in the McLean County Juvenile Detention Center—Court Services 15-20
  - c) Request Approval to Apply for "Reallocated Available Funds" from the Illinois Criminal Justice Authority from the FFY01 Budget for the Juvenile Detention Center—Court Services 21-24
2. Items to be Presented to the Board:
  - a) Request Approval of Contract with OSF Healthcare Systems for Physician Services with McLean County Juvenile Detention Center—Court Services
  - b) Request Approval of 2004 Clothing Bid for Police Uniforms and Equipment Purchases from February 1, 2005 to January 31, 2006—Sheriff's Department
  - c) Request Approval to Purchase Tasers With Federal Law Enforcement Block Grant—Sheriff's Department
  - d) Request Approval for Purchase and Installation of UHF Radio Repeater—Sheriff's Department
  - e) Request Approval for Renewal of a Contract with OSF HealthCare System and Kenneth Inoue, M.D. for the Provision of Medical Services for the McLean County Adult Detention Facility—Correctional Health Services

- f) Request Approval of a Resolution Approving the 2005 McLean County Emergency Operations Plan—E.S.D.A.
- g) Request Approval of Annual Submission of the Illinois Plan for Radiological Accidents (IPRA) – Clinton—E.S.D.A.
- h) General Report
- i) Other

H. Report of the County Administrator

- 1) Items to be Presented to the Board:
  - a) County Board Workshop
  - b) General Report
  - c) Other

6. Other Business and Communications

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

8. Adjournment

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### Personal History

Born at Terre Haute, Indiana, July 31, 1947

Married; wife Ann, 4 children

Non-Medical interests: Hiking, bicycling, mountain backpacking, photography, astronomy & genealogy.

### Education

Undergraduate: B.S. at Indiana State University, Terre Haute, Indiana 1965-68.

Medical School: M.D. degree at Indiana University School of Medicine, Indianapolis, Indiana 1968-72

Internship: Rotating "0" at St. Elizabeth Hospital, Covington, KY 1972-73

C.M.E.: Maintained over 60 A.C.E.P. category I Emergency Medicine credit per year since 1975, details available on request.

A.C.L.S. last taken in April 2004, PALS taken last September 2004 & ATLS last taken 2003.

### Credentials:

Board certified in Emergency Medicine by A.B.E.M. in 1988, 10 year update passed in Nov. 1998.

29 years full time Emergency Medicine experience, clinically & administratively.

### Work History:

General Practice, Port Townsend, Washington 1973-75.

Emergency Medicine full time practice at Decatur Memorial Hospital 1975-77.

Emergency Medicine full time practice at Mennonite Hospital 1977-80.

Emergency Medicine full time practice at Carle Hospital 1980-82

Emergency Medicine full time practice at Mennonite Hospital 1982-89

Emergency Medicine full time practice at BroMenn Hospitals 1985-present.

I also have Emergency Medicine Privileges at other central Illinois hospitals that my Emergency group provides staffing at the following communities: Clinton, Gibson City, Peru, Lincoln, Canton, Olney, Eureka Havana & Bloomington, IL - details available on request.

I have also done locum-tenens moon-lighting at Springfield Memorial and St. John's Hospitals, both in Springfield in the late 1980s.

Medical Director & V.P. of Prairie Emergency Group since 1982 to present.

### Personal and Professional ethics:

I have maintained my Illinois Medical license & DEA certificates since 1975, which have never been restricted. My Federal DEA has been held since 1972, never restricted.

I have never had any Medical Staff restrictions or alterations in privileges, except resignations at my request from hospitals I moved away from as job promotions.



**OFFICE OF THE ADMINISTRATOR**  
 (309) 888-5110 FAX (309) 888-5111  
 115 E. Washington, Room 401

P.O. Box 2400      Bloomington, Illinois 61702-2400

January 5, 2005

Memo to:      The Honorable Chairman and Members of the Executive Committee  
 From:          John M. Zeunik *John M. Zeunik*  
 Re:              Metro Counties of Illinois

At the December Executive Committee meeting, a copy of the By-Laws of the Metro Counties of Illinois was distributed to all Committee members. For your information and review, a copy of the By-Laws has been included with this memorandum. As stated in Article III of the By Laws, Metro Counties' purpose is "to encourage support and conduct educational and legislative activities promoting the common interests of Illinois county governments." The current membership in Metro Counties includes the following Illinois counties:

	<u>Census 2000 Population</u>
Cook County	5,376,741
DeKalb County	88,969
DuPage County	904,161
Kane County	404,119
Lake County	644,356
Madison County	258,941
McHenry County	260,077
St. Clair County	256,082
Tazewell County	128,485
Will County	502,266
Winnebago County	<u>278,418</u>
Total Population:	9,102,615
 McLean County	 150,433
 State of Illinois	 12,419,293

Presently, Metro Counties represents 73% of the population of Illinois. If McLean County is accepted as a new member, Metro Counties will represent 74.5% of the State's

The Honorable Chairman and Members of the Executive Committee  
January 5, 2005  
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population. With the current membership, Metro Counties has significant legislative representation on both sides of the aisle in the General Assembly.

Metro Counties retains Mr. Kip Kolkmeire, Kolkmeire and Associates, as their principal lobbyist in Springfield. Mr. Kolkmeire works closely with the member counties and with Mr. Dwight "Ike" Magalis, Executive Director of Metro Counties. Many of the member counties employ additional lobbyists to work on their behalf. Metro Counties works with all of the lobbyists to garner support on legislative issues of importance to their members.

Based on the Census 2000 Population for McLean County, the annual dues to Metro Counties would be \$4,723.60 ( $150,433/1000 = 150.43 \times \$31.40 = \$4,723.60$ ). After reviewing the Board's expenditures in fiscal year 2004, I would recommend that the dues for Metro Counties be transferred from the Contract Services line-item account 706.0001 to the Dues and Membership line item account 715.0001.

The next meeting of Metro Counties is scheduled for Monday, January 24, 2005. If the Executive Committee and County Board recommends approval to apply for voting membership in Metro Counties, Mr. Magalis advises me that this would be included as an action item on the January 24<sup>th</sup> meeting agenda.

Should you have any questions concerning Metro Counties, please call me at 888-5110.

Thank you.

BY-LAWS OF THE METRO COUNTIES OF ILLINOIS

ARTICLE I

TITLE

This organization shall be known as the Metro Counties of Illinois. The Organization shall furnish such service to its member counties as may be determined by the Board of Directors.

ARTICLE II

OFFICE

The organization shall have and continuously maintain in this state a registered office and a registered agent whose office is identical with such registered office, and may have other offices within or without member counties as the Board of Directors may from time to time determine.

ARTICLE III

PURPOSE

The purpose of the Corporation is to encourage support and conduct educational and legislative activities promoting the common interests of Illinois county governments.

ARTICLE IV

MEMBERSHIP

Section 1. There shall be three (3) classes of membership available to Illinois counties in Metro Counties of Illinois; Voting, Associate, and Affiliate Members.

Section 2. Voting membership shall be available to Cook, DeKalb, DuPage, Lake, Will, Kane, McHenry, Madison, St. Clair, Tazewell and Winnebago Counties in Illinois and any other - voted on by a majority of voting member counties.

Section 3. Voting member annual dues shall be \$15,750.00 for counties with a population over 500,000 based upon the last census, and \$31.40 for each one thousand (1,000) population based on the last census for counties with a population under 500,000, but no county shall pay in excess of \$15,750.00. Membership dues may be changed by a majority vote of the Board of Directors.

Section 4. Voting rights. Each Voting member county present at a meeting, at which a quorum is present or represented, shall be entitled to one vote on each



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matter submitted to a vote of the Voting members. Associate and Affiliate members may not vote. The act of a Majority of the voting members present at a duly called meeting at which a quorum is present shall be an act of the members, unless the act of a greater number is required by law, the articles of incorporation or these bylaws. The elected Chief Executive Officer, (the County Board Chairman, County Board President or County Executive) of each County Board is the official voting representative for that County.

Section 5. Associate Membership shall be available to any Illinois county. Associate members may attend the annual Board of Directors meeting and other Voting Member meetings, but may not vote.

Section 6. Associate Membership annual dues shall be \$1,000.00. Associate membership dues may be changed by a majority vote of the Board of Directors.

Section 7. All Illinois counties that have a membership in the National Association of Counties shall be considered Affiliate members of Metro Counties of Illinois. Affiliate members may attend the annual Board of Directors Meeting, but may not vote.

Section 8. Any Voting or Associate member may resign their membership class by filing a written resignation with the Board of Directors. Upon such resignation by a Voting or Associate member county, there will be no refund of either all or any portion of the membership dues paid by the County, and the same will be considered to have been forfeited.

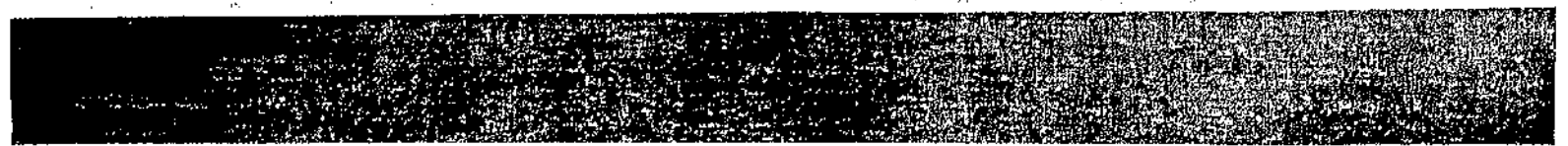
Section 9. Membership in the Metro Counties of Illinois is not transferable or assignable.

**ARTICLE V  
OFFICERS AND THEIR DUTIES**

Section 1. The elective officers of the Metro Counties of Illinois shall be a President, Vice-President, Secretary and Treasurer. They shall be elected for a two-year term at the annual meeting of each odd-numbered year.

Section 2. The President shall be the Chief Executive Officer and shall have all of the powers and duties customarily incident to the office of President.

Section 3. The Vice-President shall have the powers and shall perform the duties of the President during his absence, inability or refusal to act.



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Section 4. The Board of Directors may appoint an Executive Director to assist the Board in all matters. The appointed Executive Director may also act as General Counsel of the Metro Counties of Illinois. In addition, the Board of Directors may also employ such administrative and clerical personnel as are necessary to carry out the purpose and functions of the Metro Counties of Illinois.

Section 5. The Secretary and Treasurer shall have all of the powers and duties customary incident to the offices of Secretary and Treasurer.

Section 6. Any vacancy in any of the offices shall be filled in the following manner: (1) A vacancy in the office of President shall be filled until the next Annual Meeting by the succession of the Vice-President to that office. He shall serve until the next regular election. (2) A vacancy in the office of Vice-President shall be filled until the next regular meeting by a majority vote of the Board of Directors. (3) A vacancy in the Office of the Secretary or the Treasurer shall be filled until the next regular meeting by a majority vote of the Board of Directors.

ARTICLE VI  
ELECTIONS

The Election of officers shall take place at the Annual Meeting of the Board of Directors of each odd-numbered year.

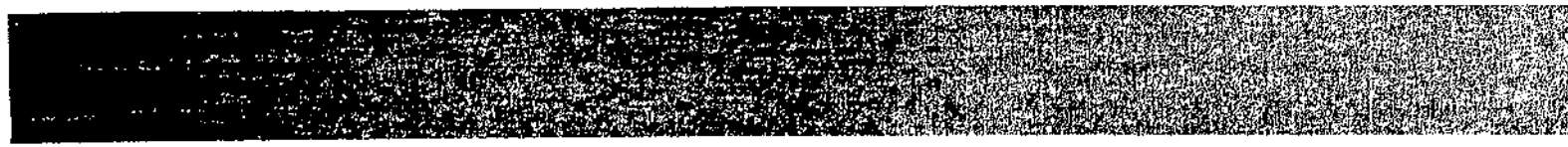
ARTICLE VII  
BOARD OF DIRECTORS

Section 1. The elected Chief Executive Officer of each voting member County will comprise the Board of Directors. In case the elected Chief Executive Officer of the County Board shall be unable to attend a meeting, he or she may designate a substitute, however, the substitute may not vote on any matter before the Board of Directors.

Section 2. The Board of Directors shall have general supervision of the affairs of the organization.

Section 3. The Board of Directors shall have the power to appoint or authorize the President to appoint officials to fill vacancies.

Section 4. The regular meetings of the Board of Directors may be held quarterly or otherwise as the members may decide. Special meetings of the Board may be called by the President.



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ARTICLE VIII  
ANNUAL MEETING

The annual meeting shall be held at such time and place as determined by the Board of Directors.

ARTICLE IX  
AMENDMENTS

Section 1. The By-Laws may be amended at any time during the Annual Meeting or at a Board of Directors meeting as provided for herein, by a two-thirds vote of all Voting members voting, the proposed amendment shall have been submitted to the Board of Directors in writing at least ten (10) days prior to any Board of Director's Meeting.

ARTICLE X  
DISSOLUTION

Section 1. Metro Counties of Illinois may be dissolved upon a majority vote of the Board of Directors.

Section 2. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or any other private shareholder, member or individual, except that the corporation shall be authorized and empowered to pay reasonable compensation of services rendered and to make payments and distribution in furtherance of the purposes set forth herein.

Section 3. Upon the dissolution of the corporation, the Board of Directors, after paying or making provision for the payment of all the liabilities of the corporation, shall distribute all the remaining assets of the corporation (except any assets held by the corporation upon condition requiring return, transfer or other conveyance in the accordance with such requirements) to its current members in proportion to the amount paid in dues by that member in the previous full calendar year.



**INFORMATION SERVICES**

(309) 888-5100 FAX (309) 888-5209  
104 W. Front, Room 702 P.O. Box 2400 Bloomington, Illinois 61702-2400

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**Information Services Status Report  
January 11, 2005**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report in December.

**General Administration:**

Assisted with delivery and installation of new copiers  
Received first data dump of Gavel data system.  
Ordered additional workstations for Veterans Association and Nursing Home.

**Hardware/Network**

Continued with Windows 2003 Conversion:

**Programming/Database/Web**

Provided on-site support to Tazewell County.  
Working with Devnet on Property Tax data – Production maintenance of mobile home underway.

Respectfully submitted,

*Craig Nelson*

Craig Nelson  
Director of McLean County Information Services



**COURT SERVICES**

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

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

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

## Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: December 20, 2004

RE: Juvenile Detention Bed Space Contract with Woodford County

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I have attached a contract for lease of space in the McLean County Detention Center, which Woodford County is seeking to enter into. This contract guarantees Woodford County 365 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. If Woodford County exceeds 365 days in 2005 they will pay for each additional admission at the rate of \$90 per day.

This contract has been reviewed and approved by the McLean County States Attorney's office.

The Woodford County board approved this contract at their December board meeting.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER**

**I. PURPOSE**

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

**WHEREAS**, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

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

**WHEREAS**, the McLean County Board and the Woodford County Board have by appropriate action, authorized this Agreement;

The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Woodford County.

**II. PARTIES**

McLean is the receiving County. Woodford is the transmitting County.

**III. TERMS**

Three hundred and Sixty Five (365) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. Detention days will not be accumulated from one contract year to the next.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$ 29,200.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

\* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

#### IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

#### VI. NOTIFICATION

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

#### VII. TRANSPORTATION

The transmitting County is responsible for all transportation of the detainee to and from the Center.

## VIII. MEDICAL AND MENTAL HEALTH CARE

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## IX. LIABILITY

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).



## **X. SEVERABILITY**

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

## **XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

## **XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

## **XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

## **XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written

notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

G. Clifford Shoemaker  
Director of Court Services  
105 E. Court Street  
Eureka, Illinois 61530

## **XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

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 and set forth herein are incorporated herein by reference.

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on January 1, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

**APPROVED:**

\_\_\_\_\_  
Woodford County Board Chairman

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Woodford County Clerk

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**COURT SERVICES**

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

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

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

## Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb  
Dave Goldberg

Date: December 22, 2004

RE: Juvenile Detention Bed Space Contract with Logan County

---

I have attached a contract for lease of space in the McLean County Detention Center, which Logan County is seeking to enter into. This contract guarantees Logan County 120 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. If Logan County exceeds 365 days in 2005 they will pay for each additional admission at the rate of \$90 per day.

This contract has been reviewed and approved by the McLean County States Attorney's office.

The Logan County board approved this contract at their December board meeting.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

**CONTRACT FOR LEASE OF SPACE IN THE  
McLEAN COUNTY JUVENILE DETENTION CENTER**

**I. PURPOSE**

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

**WHEREAS**, the County of McLean is a local government exercising power under the Illinois Counties Code (55 ILCS 5/1-100, et.seq.); and

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

**WHEREAS**, the McLean County Board and the Logan County Board have by appropriate action, authorized this Agreement;

The McLean County Juvenile Detention Center (Center) is a short-term detention facility. The Center has bed space available in excess of its current needs. Illinois Counties are perceived to have a need for such space and are currently utilizing such space on a per diem/as available basis. The purpose of this contract is to provide a specified amount of guaranteed minimum detention days from McLean County to Logan County.

**II. PARTIES**

McLean is the receiving County. Logan is the transmitting County.

**III. TERMS**

One hundred and twenty (120) detention days\* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

The guaranteed detention days must be used within the contract year. Detention days will not be accumulated from one contract year to the next.

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$9,600.

The transmitting County agrees to make such payment, regardless if the detention days are utilized or not.

In the event that the receiving County is unable to accept the detainee due to overcrowding, the receiving County will reduce the obligation of payment from the transmitting County one detention day for each detention day request denied. Such credits will be reflected on the 4<sup>th</sup> quarter billing (December 31, 2005).

\* Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention.

#### IV. BILLING

This receiving County will bill for services rendered under this Agreement on a quarterly basis. Payment from the transmitting County will be due within 30 days of receipt of the bill.

#### V. DETAINEES

Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-3, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances.

#### VI. NOTIFICATION

The receiving County must be notified prior to transportation of a detainee to the Center. The transmitting County will notify the Center of the transmitting County's intent to recommend detention.

If the transmitting County's Juvenile Court Services Department calls to request that the Center hold a juvenile prior to a Court hearing, authorization for this can be made over the telephone; however, at minimum, a description of the offense or an offense report sheet must accompany the detainee to the Center.

When a juvenile is taken into custody prior to an initial Court hearing, the transmitting County will supply the receiving County with a signed authorization form following the initial Court hearing and a Court order for detention.

If the transmitting County requests that the juvenile be detained in the Center immediately after a Court hearing, the Court Order will accompany the detainee to the Center, along with any information available regarding the detainee's social history, psychological/psychiatric evaluations, medical history, or any other information which will assist in supervising the detainee, or providing for special medical needs.

#### VII. TRANSPORTATION

The transmitting County is responsible for all transportation of the detainee to and from the Center.

## VIII. MEDICAL AND MENTAL HEALTH CARE

The transmitting County is responsible for medical and mental health expenses incurred by detainees from the County while the detainees are being held in the Center.

The receiving County will have a medical examination performed and will bill the transmitting County \$20.00 per examination. There shall be no charge for in-house mental health programs.

If the detainee requires medication, it will be supplied by the receiving County and the transmitting County will be billed at the receiving County's cost, unless the medication is supplied by the detainee's family or physician.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 36 hours on all detainees.

In the case of a medical or mental health emergency, the receiving County will deliver the detainee to a hospital. If the detainee is admitted to the hospital, this will constitute an automatic release from the Center, as receiving County has no facilities for guarding detainees for extended periods outside of the Center. The receiving County shall immediately notify the transmitting County of the medical situation. The transmitting County shall be responsible for notifying the parents or guardian of the detainee. The transmitting County shall be responsible for the cost of the detainee's medical treatment and/or hospitalization. The receiving County will provide security at the hospital for a maximum of six (6) hours from the time that the transmitting County is notified of the detainee's admission to the hospital. After the six (6) hours, security shall be provided by the transmitting County.

## IX. LIABILITY

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

## **X. SEVERABILITY**

In the event any provision of this Agreement is held by any Court to be unconstitutional or in excess of the powers guaranteed by law to the parties to this Agreement, such ruling or rulings shall not void this Agreement. It shall instead be deemed to have severed such provisions from the remainder of this Agreement.

## **XI. SUPERSEDES OTHER AGREEMENTS**

It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

## **XII. ABIDE BY LAWS**

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted. Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

## **XIII. AMENDMENT OF AGREEMENT**

Any amendments or alterations of this Agreement must be made in writing and signed by both parties.

## **XIV. NOTICES**

In the event that written notice must be sent pursuant to the provisions of this contract, such written notice shall be sent to:

Roxanne Castleman  
Director of Court Services  
104 West Front Street, Box 2400  
Bloomington, Illinois 61704-2400

Dean Aeilts  
Chief Probation Officer  
Logan County Courthouse  
Room 16  
Lincoln, Illinois 62656

## **XV. TERMINATION OF AGREEMENT**

Any of the parties to this Agreement may withdraw from this Agreement after such party has given sixty (60) days' written notice of such intention to withdraw to the other party of this Agreement before such withdrawal becomes effective.

**XVI. INTERPRETATION OF THIS AGREEMENT**

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 and set forth herein are incorporated herein by reference.

**XVII. CONTRACT PERIOD AND RENEWAL**

This Agreement shall be in effect on January 1, 2005 and shall be terminated on December 31, 2005. The renewal of this Agreement for additional twelve (12) month periods shall be subject to the mutual consent of both parties.

**APPROVED:**

\_\_\_\_\_  
Logan County Board Chairman

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
Logan County Clerk

\_\_\_\_\_  
Date

**APPROVED:**

\_\_\_\_\_  
McLean County Board Chairman

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
McLean County Clerk

\_\_\_\_\_  
Date





McLean County

**COURT SERVICES**

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

(309) 888-5360 Adult Division

Fax (309) 888-5434

(309) 888-5370 Juvenile Division

Fax (309) 888-5831

December 22, 2004

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman

Re: Reallocated Available Funds Availability for the Juvenile Detention Center

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I have attached for your review a request for an application to apply for "reallocated available funds" at the juvenile detention center. These funds are available through the Illinois Criminal Justice Information Authority.

The court services department is seeking permission from the McLean County Board to apply for the reallocated funds. It is proposed the Center would seek money for various equipment needs. No employees would be requested and there is no match required.

I will be present at the upcoming justice committee to discuss this proposal with you in greater detail.



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

December 17, 2004

McLean County Detention  
903 North Main Street  
Normal, Illinois 61761  
Superintendent Dave Goldberg

Dear Superintendent,

The Illinois Criminal Justice Authority has reallocated available funds from the FFY01 budget. On December 6, 2004 the Juvenile Crime Enforcement Coalition (JCEC) authorized lapsing funds to be designated to the 16 detention centers located throughout the state.

These funds fall within the guidelines of the Juvenile Accountability Incentive Block Grant (JAIBG). Proposals would be generated and sent out to interesting participates only so that an impartial decision can be made by the Authority and reported to the next Illinois Criminal Justice Authority Budget Committee.

Areas of consideration for these allocated funds are divided into three areas from which you can select:

- 1) Available FFY01 funds contain the largest amount of funds available, but will expire by March 31, 2005. Consideration of this selection could be allocated for equipment needs or requirements pertinent to the detention center facilities. Equipment expenditures can be utilized quicker than personnel or contractual longevity.
- 2) Available FFY02 funds are also available, but have less available funds and expire December 13, 2005. This is a longer shelf-life of grant awarded funds and could also serve essential needs or requirements of the detention center facilities.
- 3) A selected detention center can also select from both areas of consideration with the understanding that two separate grant award agreement contracts will be generated corresponding to each FFY01 or FFY02.



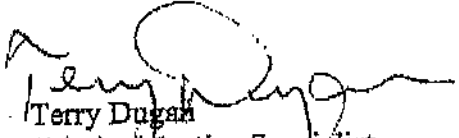
**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

Any consideration of intention must be returned to the Authority no later than January 10, 2004. I have enclosed a consideration form with this correspondence, and will be contacting you by phone to follow-up with your decision, if applicable. You can contact me at (312) 793-0993, or [tdugan@icija.state.il.us](mailto:tdugan@icija.state.il.us).

On the enclosed confirmation form please indicate your current e-mail address so that I may be able to send you the proposal documentations via electronic communications. Some of these documents may require you to send them back in their original form with authorized signatures affixed.

Sincerely,

  
Terry Dugan  
Criminal Justice Specialist  
Federal and State Grants Unit

cc: #26

Detention Conformation Correspondence

FFY01/FFY02



**ILLINOIS  
CRIMINAL JUSTICE  
INFORMATION AUTHORITY**

120 South Riverside Plaza • Suite 1016 • Chicago, Illinois 60606 • (312) 793-8550

**FFY01 Yes, I am interested in receiving FFY01 funds**  
(PLEASE PROVIDE YOUR E-MAIL ADDRESS)

**FFY02 Yes, I am interested in receiving FFY02 funds**  
(PLEASE PROVIDE YOUR E-MAIL ADDRESS)

**NO No, I am not interested at this time**  
(THANK YOU FOR YOUR CONSIDERATION)

**E-Mail Address:** \_\_\_\_\_

**Note:** Upon receipt of intent I will forward you a proposal, if applicable.

10  
  
McLean County Detention  
903 North Main Street  
Normal, Illinois 61761  
Superintendent Dave Goldberg  
(309) 888-5550

12/17/04