



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center
January 14, 2003
4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – December 10, 2002
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
Chief Roger Aiken
305 South East Street
P.O. Box 3157
Bloomington, Illinois 61702
Appointed to a Four-Year Term that expires
on the 3rd Tuesday in January 2007

Mr. Dennis Powell
1429 East 300 North Road
Heyworth, Illinois 61745
Appointed to a Four-Year Term that expires
on the 3rd Tuesday of January 2007
 - b) APPOINTMENTS:

None

c) RESIGNATIONS

Golden Rule Drainage District

Mr. Dale Nagel

Post Office Box 188

Chenoa, Illinois 61726

Resignation effective January 6, 2003

d) Request Approval of the 2003 Legislative Program as recommended by the Legislative Subcommittee – Chairman Berglund 1 - 2

e) Request an Amendment to the Ordinance Adopting the 2003 Holiday Schedule 3 - 4

2) Items to be Presented to the Board:

a) Monthly Status Report – Information Services

b) General Report

c) Other

B. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

a) General Report

b) Other

C. Property Committee – Chairman Bostic

1) Items to be Presented for Committee Action:

a) Request Approval to Enter into a Watercraft Lease Agreement between Illinois State University and Parks and Recreation Dept. - Parks and Recreation Department 5 - 9

2) Items to be Presented to the Board:

a) Request Approval to Release Bids Specifications to Replace Exterior Envelope of the 200 West Front Street Building – Facilities Management Department

b) General Report

c) Other

D. Transportation Committee - Chairman Bass

1) Items to be Presented to the Board:

a) Request Approval of a Resolution of Letting Results from January 3, 2003, for Various Road Districts 2003 MFT Maintenance Sections – Highway Department

b) General Report

c) Other

E. Finance Committee – Chairman Sorensen

1) Items to be Presented for Committee Action:

a) Request Approval of an Amended Motor Vehicle Lease Agreement for Show Bus 10 - 13

b)	Request Approval of an Intergovernmental Agreement to Fund the McLean, DeWitt and Livingston Counties Educational Service Region	14 - 17
c)	Request Approval of an Ordinance of the McLean County Board Amending the FY'2002 Combined Appropriation and Budget Ordinance for the AIDS/Communicable Disease Fund 0107 for the Health Alert Network – Health Department	18
d)	Request Approval of an Ordinance of the McLean County Board Amending the FY'2003 Combined Appropriation and Budget Ordinance for the AIDS/Communicable Disease Fund 0107 for the Health Alert Network – Health Department	19
2.	<u>Items to be Presented to the Board:</u>	
a)	Request Approval of an Ordinance to Establish a Tax Sale Automation Fund in the Office of the County Treasurer – Treasurer's Office	20
b)	Request Approval of a Resolution Establishing Mileage Reimbursement Rate for Use of Private Vehicles for County Business	21 - 22
c)	Request Approval of a Resolution Amending the Fiscal Year 2003 McLean County Full-Time Equivalent Position Resolution associated with an Ordinance to Amend the Fiscal Year 2003 McLean County Combined Appropriation and Budget Ordinance for Fund 0107 – Health Department	23 - 24
d)	Request Approval of the State's Attorney's Recommendation to adjust the Salary Step for two Assistant State's Attorneys IV – State's Attorney's Office	
e)	General Report	
f)	Other	
F.	<u>Justice Committee – Chairman Renner</u>	
1)	<u>Items to be Presented for Committee Action:</u>	
a)	Request Approval of an Intergovernmental Agreement between the McLean County Sheriff's Department and the Illinois Law Enforcement Alarm System – Sheriff's Department	25 - 31
2)	<u>Items to be Presented to the Board:</u>	
a)	Request Approval of a Contract for Inmate Chaplain Services for the McLean County Adult Detention Facility – Sheriff's Department	32 - 33

- b) Request Approval to Award a Uniform Bid to Ray O'Herron Company, Danville, Illinois – Sheriff's Department
- c) Request Approval of the 2003 McLean County Emergency Operation Plan – E.S.D.A. Department
- c) Request Approval to Solicit Bids for the Purchase of Mobile Radio, Portable Radio, and ancillary Communications Equipment Compatible with the Clear Talk System - Sheriff's Department
- e) General Report
- f) Other

34 - 35

G. Report of the County Administrator

1) Items to be Presented for Information:

- a) General Report
- b) Other

6. Other Business and Communications

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

8. Adjournment

RESOLUTION OF THE McLEAN COUNTY BOARD
ADOPTING THE
2003 LEGISLATIVE PROGRAM
FOR McLEAN COUNTY

WHEREAS, the Legislative Subcommittee of the Executive Committee, after careful research and considerable discussion with County Officials and Members of the Illinois Senate and House of Representatives, has prepared a legislative program for 2003; and,

WHEREAS, the 2003 Legislative Program contains requests for new legislation and for amendments to existing state laws in order to allow all counties to more effectively and economically operate using taxpayers' dollars; and,

WHEREAS, the 2003 Legislative Program supports new legislation and amendments to existing state laws which will foster County/Municipal Zoning Cooperation; and,

WHEREAS, the 2003 Legislative Program supports new legislation and amendments to existing state laws to provide the County Board and the Circuit Clerk flexibility in setting certain court fees; and,

WHEREAS, the 2003 Legislative Program supports new legislation and amendments to existing laws which will allow the Illinois Municipal Retirement Fund/Sheriff's Law Enforcement Personnel retirement system to offer affordable health insurance benefits to retirees; and,

WHEREAS, the 2003 Legislative Program supports a resolution to appropriate sufficient funds in the annual operating budget of the Department of Children and Family Services to meet the state's obligation to pay for treatment costs of dependent children, and thus remove the burden of over \$500,000 in County expenditures for these costs; and

WHEREAS, the 2003 Legislative Program strongly urges the Governor and the General Assembly to maintain current funding levels for County reimbursement programs, to oppose any actions which would burden County Government with additional unfunded mandates, and to enable County Government to exercise more control over its own fiscal policies; and,

WHEREAS, the Legislative Committee recommends that the McLean County Board adopt the attached 2003 Legislative Program which lists in detail the specific requests for the various state laws to be amended, for new legislation to be introduced, and for resolutions to be forwarded; now, therefore,

BE IT RESOLVED by the McLean County Board, in regular session, that the attached 2003 Legislative Program is hereby adopted and that said Program be sent to each State Representative and State Senator who represents McLean County, and to the Governor, respectfully requesting their support.

BE IT FURTHER RESOLVED that a copy of this 2003 Legislative Program be transmitted to Mr. William Anderson of Anderson Legislative Consulting, who represents McLean County's interests to the Government of the State of Illinois, and to the United Counties Council of Illinois (U.C.C.I.) and the Metro Counties of Illinois with the request that they give serious consideration to supporting McLean County's 2003 Legislative Program.

ADOPTED by the County Board of the McLean, Illinois this 21st day of January, 2003.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman of the
McLean County Board

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CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE
FOR COUNTY EMPLOYEES FOR THE YEAR 2003

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

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2003 pursuant to Article 4 of the McLean County Personnel Policies and Procedures adopted October 19, 1982, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2003 shall be as follows:

New Year's Day	Wednesday	January 1, 2003
Martin Luther King Day	Monday	January 20, 2003
President's Day	Monday	February 17, 2003
Memorial Day	Monday	May 26, 2003
Independence Day	Friday	July 4, 2003
Labor Day	Monday	September 1, 2003
Veteran's Day	Tuesday	November 11, 2003
Thanksgiving Day	Thursday	November 27, 2003
Day after Thanksgiving	Friday	November 28, 2003
Christmas Day	Thursday	December 25, 2003

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

5.92-3 That this Ordinance shall be posted in the Administrator's Office, Switchboard/Receptionist Desk at the Law and Justice Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building and at the Public Library of Bloomington and Public Library of Normal.

(2)

5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2002 is hereby repealed effective December 31, 2002.

ADOPTED by the County Board of McLean County, Illinois, this 21st day of January, 2003

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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LEASE AGREEMENT

This Lease Agreement entered into the 21st day January, 2003 by and between Illinois State University, hereafter referred to as the "University", and the McLean County Board, a body politic, hereafter known as the "County" for and on behalf of the McLean County Department of Parks & Recreation hereafter known as the "Department".

I. Subject of Agreement

The University hereby agrees to Lease watercraft and related equipment to the County of McLean, Illinois to be used for the operation of a boat rental facility at COMLARA County Park in rural Hudson, Illinois.

II. Terms of Lease

This Lease Agreement shall commence on January 01, 2003 and shall expire on December 31, 2003.

III. Description of Watercraft, Equipment and Commodity Items

A. WATERCRAFT

The University will provide watercraft necessary for operation of the boat rental facilities, to include a minimum of thirty two (32) 17 foot aluminum canoes, and ten(10) sunfish sailboats (see attachment A).

B. EQUIPMENT

Equipment leased by the University to the County will include a public address system.

C. COMMODITIES

Commodity Items leased by the University to the County will be in three categories:

1. Replacement parts for watercraft - replacement parts will include the University's present inventory of replacement parts for various watercraft. Examples of these items will include extra daggerboards and rudders, oar locks, , extra sails, etc.. The present inventory of replacement parts may be used by the County during scheduled maintenance or whenever it is deemed necessary.
2. Rental Commodities - will include the University's present inventory of paddles, oars, personal floatation devices, anchors, etc.(see attachment B)
3. Soft Commodities - will include a copy of the University's Boat Concession operations manual.

IV. Terms of Lease

It shall be the County's responsibility to inspect all watercraft and rental commodities prior to the commencement of the lease. Any item found to be unsatisfactory shall be brought to the attention of the University so they may be repaired or removed from the inventory prior to implementation of the lease.

Upon acceptance of the rental commodities, it shall be the County's responsibility to perform regular maintenance on the rental commodities. The County shall be responsible for damage or loss of rental Commodities, excepting repairs necessary due to normal wear and tear. The County may at its discretion, repair or compensate the University as outlined in Attachment B for items otherwise damaged, lost, or absent from inventory. The University may inspect items and at their discretion, repair, replace, or delete them from the inventory with no penalty or breach of agreement.

Upon acceptance of the watercraft, it shall be the County's responsibility to perform regular maintenance on the watercraft. The County will repair or at County's discretion, compensate the University as outlined in Attachment A for said watercraft when damage or loss of watercraft result from actions of the County or the County's customers during rental operations. The County shall be responsible for loss of watercraft associated with or resulting from any and all causes, except Acts of God, including negligent operation of the watercraft during the term of the agreement. The County agrees to indemnify and hold harmless the University for any acts, errors, or injuries that may be incurred due to negligent operation of the equipment or commodities.

During the Lease period, total control and responsibility for the rental of watercraft and rental commodities to the public will rest with the County.

During the Lease period, the County shall notify the University of any watercraft that are no longer of use. The University shall inspect items and at their discretion repair, replace, or delete them from the inventory with no penalty or breach of agreement.

At the end of the Lease, the watercraft and rental commodities in current inventory will be returned to winter storage cleaned and in good repair, excepting normal wear and tear from rental operations.

V. Maintenance of Watercraft, Equipment, and Rental Commodities

A. WATERCRAFT

During the term of the lease, the County will perform at its sole cost and expense, all regular maintenance. The University will provide the County with regular maintenance schedules. An authorized agent of the University may inspect watercraft during the lease period to help insure that its watercraft are being maintained.

It will be the responsibility of the County to inspect all watercraft prior to rental to make sure they are safe and dependable. If watercraft are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of state property.

B. EQUIPMENT

Equipment items presently under maintenance contract will be maintained by the University until the contracts expire. Once the Contracts expire, the continued use and maintenance of the equipment will be at the discretion of the County. Repairs for damage due to the negligence of the County will be at the County's expense.

C. COMMODITIES

1. Replacement parts for watercraft -The County will have at its disposal the University's present parts inventory for regular maintenance.
2. Rental Commodities - It shall be the County's responsibility to maintain the rental commodities specified in Attachment B. The University may inspect items and at their discretion, repair, place, or delete them from the inventory with no penalty or breach of agreement.

It will be the responsibility of the County to inspect all rental commodities prior to rental to make sure they are safe and dependable. If items are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of State Equipment.

VI. Lease Fee and Compensation Payments

The Department will pay a franchise fee equal to and no greater than Seventeen(17%) percent of its gross receipts derived from rental of watercraft called for herein which shall represent a rate to the University for leasing of watercraft on or before the expiration date of this agreement. Gross receipts shall be defined as all monies received by the Department from the rental of watercraft provided, except taxes collected from customers for direct remittance to a duly authorized taxing agency, monies collected for lost, destroyed or damaged equipment leased by the Department, and monies returned to customers as refunds. Payment of Lease fee shall be made on or prior to December 31st of each year.

In addition, any compensation for inventory items as outlined in Section 4 and Attachment B of this agreement which the County is required to or chooses to make to the University in lieu of such items shall be made on or before December 31st of each year.

VII. Provision of Insurance

The County shall maintain at all times during the term of this Agreement general liability insurance with limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate for third party property damage, bodily injury or personal injury to others statutory Worker's Compensation, and employer's liability insurance with limits of no less than \$500,000. These coverages may be met by Self-Insurance, or Standard Form Insurance Coverage, or a combination of the two. The University shall maintain, at its discretion, insurance for catastrophic losses to its watercraft and rental commodities.

Proof of self-insurance and certificate of excess insurance or standard form insurance covering the term of this agreement must be provided prior to commencement of this agreement.

VIII. Watercraft Rental Charges to the Public

Determining watercraft rental charges shall be the responsibility of the County. The County will notify the University of the rental charges at the beginning of the lease agreement and whenever a new rate schedule is placed into effect.

IX. Accounting

A certified financial report covering all operations conducted under this agreement shall be submitted to the University annually on or before December 31 of each year. A monthly report covering revenues shall be submitted to the University. An official rental card will be issued with each rental. These cards shall be retained by the Department and will be made available to the University upon request. In addition, the Director of Recreation Services, or a duly authorized representative, shall have access to, and right to, examine any pertinent records of the department related to the operations under this agreement.

X. License of Boats

The County will be financially responsible for obtaining an Illinois Department of Conservation Rental Boat License for its operation and the watercraft. The University shall be responsible for the Illinois Title and Watercraft Registration fees for all its watercraft.

This Lease Agreement is hereby entered into on the 21st day of January, 2003 as witnessed the hands and seals of the parties hereto.

County of McLean, a body
politic and corporate

Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:

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

For Illinois State University



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mclean.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 12/30/02

RE: Watercraft Lease Agreement with Illinois State University

The Department of Parks and Recreation is recommending a continuation of the watercraft lease agreement which has been in place with Illinois State University the last eight years. This lease agreement is identical to the agreement approved by the County Board for 2002. The Agreement has previously been reviewed by the McLean County Department of Parks and Recreation, County Risk Management, and State's Attorney's Office staff.

This lease agreement provides for County Parks and Recreation Department use of University owned watercraft in operation of the Evergreen Lake Boat Rental Facility. In doing so, the County has been able to sustain and improve upon watercraft rental service to the public and begin a process of watercraft replacement over a period of years, without a substantial initial capital investment. A lease fee is paid to Illinois State University equaling 17% of gross receipts from rental of University watercraft.

In 2002, the boat rental generated gross income of \$13,960 with direct labor cost of \$ 2,540 for weekend attendants, an estimated maintenance and operational supplies cost of \$550.00, and a lease payment to Illinois State University of \$795.77, leaving a net direct operational revenue of \$ 10,074. Boat rental transactions are accomplished on weekdays from 8 am- 6pm by departmental staff at the Visitor Center and Swimming Beach.

I respectfully request that the Property Committee recommend approval of the Watercraft Lease Agreement with Illinois State University to be effective upon approval for the term from January 1, 2003 and expiring December 31, 2003.

MOTOR VEHICLE LEASE AGREEMENT

Bloomington, Illinois January 21, 2003

This Lease Agreement between the COUNTY OF McLEAN, (the "Lessor") and MEADOWS MENNONITE HOME (SHOW BUS), (the "Lessee"):

WITNESSETH:

The Lessor hereby leases to the Lessee and the Lessee hereby rents and leases from the Lessor the motor vehicles described herein, together with all optional equipment, accessories, spare parts and substitute and replacement parts and equipment now or hereafter attached thereto (the "vehicles"), on the terms and conditions hereinafter set out.

DESCRIPTION OF VEHICLES

<u>Year</u>	<u>Make</u>	<u>Model</u>	<u>VIN#</u>
1994	FORD	BRAUN	1FTJS34G8RHB78597
1994	FORD	BRAUN	1FTJS34G9RHB78592
1998	FORD	ELDORADO	1FDXE40F3WHB91379
1998	DODGE	RAM VAN/B350 MAXIVAN	2B7LB31Z9WK158253
2000	DODGE	RAISED ROOF VAN	2B7LB31Z7YK168458
2000	FORD	ELDORADO	1FDXE45F0YHC01202
2000	FORD	ELDORADO	1FDXE45F5YHC01227
2002	FORD	ELDORADO	1FDWE35L52HB52792
2002	FORD	ELDORADO	1FDXE45F22HB40538
2002	FORD	ELDORADO	1FDXE45F42HB40539

Lessee represents that the vehicles being leased are and will be used solely in connection with Lessee's obligations to McLean County in providing transportation services pursuant to Section 5311 of the Federal Transit Act of 1991 for Public Transportation Operating Assistance. Lessee's address is R.R. #1, Box 310, Chenoa, IL 61726.

1. **TERM** The term of this lease is three years from the date first set out above. The lease term expires on January 21, 2006, on which date the Lessee shall return the vehicles to the Lessor unless the parties hereto enter into a new or renewed lease agreement on or before that date.

2. **RENT** The Lessee agrees to pay to Lessor the sum of 0 dollars during the term of the Lease Agreement. However, in consideration of having the use of the vehicles for the term and purposes set out herein, the Lessee agrees as follows:

3. **LESSEE'S WARRANTIES** Lessee agrees and warrants that the vehicles have been delivered to Lessee in good operating condition and are free of defects and are suitable for the intended use of the Lessee. Lessee warrants that it and all persons who will operate the vehicles hold currently valid

driver's licenses issued by the State of Illinois and that neither Lessee nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required hereunder.

4. INSURANCE Lessee shall supply at its sole expense, and maintain in full force and effect during the term of the lease and thereafter until the vehicles have been returned to the Lessor, a policy or policies of insurance written by a company satisfactory to the Lessor, by the terms of which Lessor and Lessee, together and severally, are named as the insureds and are protected against liability and/or loss arising out of the condition, maintenance, use, or operation of the vehicles herein leased, in amounts not less than \$3,000,000 combined single limits for property damage, bodily injury, or death; \$350,000 uninsured/underinsured motorists coverage; with deductible amounts not exceeding \$250 comprehensive and \$500 collision. Such policy or policies of insurance shall provide at least ten days advance notice to Lessor in writing of cancellation or change or modification in any terms, conditions or amounts of coverage provided herein. Lessor shall be provided with a true copy or certificate of such insurance. Should Lessee fail to produce or pay the cost of maintaining in force the insurance specified herein or to provide Lessor with a copy or certificate of such insurance, Lessor may, but shall not be obligated to, procure such insurance and Lessee shall reimburse Lessor on demand for the cost thereof. Suffering lapse or cancellation of the required insurance shall be an immediate and automatic default by Lessee hereunder.

5. INDEMNITY Lessee agrees to indemnify and hold Lessor free and harmless from any liability, loss, cost, damage, expense, including attorney's fees, which Lessor may suffer or incur as a result of any claims which may be made by any person or persons, including but not limited to Lessee, its agents and employees, that arise out of or result from the manufacture, delivery, actual or alleged ownership, performance, use, operation, selection, leasing and/or return of the vehicles, whether such claims are based on negligence, whether of Lessor or another, breach of contract, breach of warranty, absolute liability or otherwise.

6. TITLE This instrument is a lease and not an installment contract. The vehicles are the sole property of the Lessor and Lessee shall insure that Lessor is named as owner on any certificate of title issued with respect to the vehicles. Lessee shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of Lessor, so long as Lessee is not in default under the terms of this lease.

7. USE BY LESSEE Lessee agrees to use the vehicles only for lawful purposes. Lessee agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event Lessee fails to pay any assessment, tax, lien or fine levied against the vehicles, Lessor may, at its election, make such payment and Lessee shall reimburse Lessor on demand. Lessee shall indemnify and hold Lessor harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.

8. MAINTENANCE Lessee shall keep and maintain the vehicles in good operating condition and working order as required in the maintenance program described in the Owner's Manual and shall perform all protective maintenance required to insure full validation of the manufacturer's warranty. Such maintenance hereinbefore described shall be made at the Lessee's expense.

9. LICENSE, TAXES, AND OTHER EXPENSES Lessee agrees to pay all costs, expenses, fees

and charges incurred in connection with the licensing and registration of said vehicles, of title thereto and in connection with the use and operation thereof during the term of this lease, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, as well as all sales taxes, use taxes, personal property and other ad valorem taxes and all assessments and other governmental charges whatsoever and by whomsoever payable on the said vehicles or on the use, ownership, possession, rental, shipment, transportation, delivery or operation of same. Lessor shall in no way be obligated to maintain, repair or service said vehicles.

10. TERMINATION This lease agreement may be terminated by the Lessor in the event one or more of the terms of this lease agreement is breached by the Lessee or the Lessee is in default as provided in the lease agreement. Upon the discovery of the breach or default as the case may be, the Lessee shall surrender the vehicles to the Lessor on demand. Lessee shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with Lessee's use of the vehicles.

11. DEFAULT In the event that the Lessee does not pay any charge, expense, or cost herein agreed to be paid by Lessee when due, or fails to obtain or maintain any insurance required by this Lease, or violates or fails to perform or otherwise breaches any undertaking or covenants contained in this Lease, or any other Lease or Lessor, or becomes insolvent or makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, or if any voluntary petition in bankruptcy is filed against the Lessee, or other proceeding for the appointment of a receiver for Lessee is filed, or if proceedings for reorganization, extension and/or composition with creditors under any provision or federal law be instituted by or against Lessee, or if the property of Lessee be levied upon or if Lessor should otherwise deem itself or the vehicles unsafe or unsecured or should Lessor in good faith believe that the prospect of payment of rental or other payment or other performance by Lessee is impaired, then and in any such event, the Lessee shall be deemed in default of this Lease. Upon the occurrence of any such default, Lessor may, at its option and without notice or demand, declare this agreement in default and thereupon the vehicles and all rights of Lessee therein shall be surrendered to Lessor and Lessor may take possession of the vehicles wherever found, with or without process of law, and for this purpose may enter upon any premises of Lessee or wherever the same be found, without liability therefore. The Lessor may retain all rentals and payment and resale proceeds theretofore received and other sums, if any, otherwise payable to the Lessee hereunder and the Lessor shall be entitled to recover from Lessee any unpaid charges for the balance of the lease term for the vehicles and all other sums, if any, due to come due, together with all costs and expenses, including reasonable attorney's fees, incurred by Lessor in the enforcement of its rights and remedies hereunder. The repossession and sale of the vehicles by Lessor shall not affect Lessor's right to recover from Lessee all damages which Lessor may have suffered by reason of Lessee's breach of any provision of this Lease and Lessor may sell any such vehicles with or without advertisement, at public or private sale and without notice thereof to Lessee. The rights and remedies of Lessor in the event of default herein mentioned shall not be deemed exclusive but shall be cumulative and in addition to all other rights and remedies in Lessor's favor existing by law.

12. APPLICABLE LAW This Lease has been executed by the Lessee and delivered to the Lessor at the Lessor's offices in Bloomington, Illinois, and it shall be governed by and interpreted under the laws of Illinois.

13. **LOCATION** The vehicles shall be principally kept or garaged where not in use at the Lessee's address as set out above or at such other address in the State of Illinois as the Lessee shall give Lessor written notice of. The vehicles shall not be removed from the State of Illinois, except for trips of short duration, without the prior written consent of Lessor.

14. **MISCELLANEOUS** This instrument constitutes the entire agreement between the parties and shall be binding upon the parties and their respective heirs, executors, administrators, successors or assigns and shall only be amended by a written instrument signed by the parties hereto. Any waiver of the performance of any of the terms, covenants or conditions hereof by either party shall not be construed as thereafter waiving any such terms, condition or covenants, but the same shall remain in full force and effect, as if no such waiver had occurred.

15. **SEVERABILITY** 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 enforceable.

16. This agreement may be amended by the mutual written consent of both parties.

17. **COUNTERPARTS** This lease agreement shall be executed in multiple counterparts, each of which shall constitute a duplicate original.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the date first above written, and the Lessee acknowledges receipt of a completely filled-in, executed counterpart.

MEADOWS MENNONITE HOME (SHOWBUS)
Lessee

Robert O. Bertsche, President

ATTEST:

COUNTY OF McLEAN
Lessor

Peggy Ann Milton, County Clerk
McLean County, Illinois

Michael Sweeney, Chairman
McLean County Board

INTERGOVERNMENTAL AGREEMENT TO FUND
THE McLEAN, DeWITT AND LIVINGSTON COUNTIES
EDUCATIONAL SERVICE REGION

WHEREAS, the County Boards of McLean, DeWitt and Livingston Counties have enacted joint resolutions incorporating Livingston County in the McLean and DeWitt Counties Educational Service Region in accordance with Section 3A-4 of the Illinois School Code (105 ILCS 5/3A-4).

WHEREAS, Section 3A-7 of the Illinois School Code (105 ILCS 5/3A-7) states that counties pay for the expenses of an Education Service Region in the proportion that the equalized and assessed valuation of the taxable property in the county bears to the total equalized and assessed valuation of all of the property in the region; and

WHEREAS, Article 7, Section 10(a) of the Illinois Constitution expressly permits local governments to enter into agreements to exercise, combine, or transfer any power or function not prohibited by law or ordinance; and

WHEREAS, the parties agree that each county has the power and duty to pay for the expenses of their Educational Service Region under Section 3A-7 of the Illinois School Code and that there are no laws or ordinances which prohibit them from entering into this Intergovernmental Agreement pursuant to the authority provided in the Illinois Constitution; and

WHEREAS, the parties agree that it is in the best interests of the citizens of McLean, DeWitt and Livingston Counties to remain as one Educational Service Region and provide oversight and funding for such Region in accordance with the terms of this agreement, now, therefore,

IT IS HEREBY AGREED by and between the County Boards of McLean, DeWitt and Livingston Counties as follows:

1. That the Joint Education Committee of McLean, DeWitt and Livingston Counties shall consist of the following members: three (3) members from McLean County, one (1) member from DeWitt County, and one (1) member from Livingston County.
2. That for the Educational Service Region's **2001-2002** fiscal year, McLean County shall contribute 60%, DeWitt County shall contribute 20% and Livingston County shall contribute 20% of the cost of defraying the expenses of the Educational Service Region.
3. That for the Educational Service Region's **2002-2003** fiscal year, McLean County shall contribute 60%, DeWitt County shall contribute 20% and Livingston County shall contribute 20% of the cost of defraying the expenses of the Educational Service Region.
4. That for the Educational Service Region's **2003-2004** fiscal year, McLean County shall contribute 63%, DeWitt County shall contribute 18% and Livingston County shall contribute 19% of the cost of defraying the expenses of the Educational Service Region.

5. That for the Educational Service Region's 2004-2005 fiscal year, McLean County shall contribute 64%, DeWitt County shall contribute 17% and Livingston County shall contribute 19% of the cost of defraying the expenses of the Educational Service Region.
6. That for the Educational Service Region's 2005-2006 fiscal year, McLean County shall contribute 65%, DeWitt County shall contribute 16% and Livingston County shall contribute 19% of the cost of defraying the expenses of the Educational Service Region.
7. That this agreement shall terminate December 31, 2006.
8. That this agreement may only be amended by agreement of all of the parties.
9. No waiver or 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.
10. This agreement is severable, and the invalidity, or unenforceability, of any provision of this agreement, or any part hereof, shall not render the remainder of this agreement invalid or unenforceable.
11. That the Intergovernmental Agreement to Fund the McLean, DeWitt and Livingston Counties Educational Service Region entered into on March 19, 2002 is hereby terminated and replaced with this agreement.

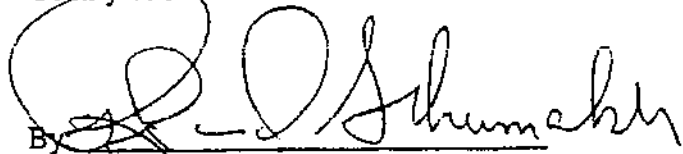
This agreement is entered into this _____ day of _____, 2003 by the County Boards of McLean, DeWitt and Livingston Counties.

County of McLean

By: _____
Chairman

ATTEST: _____
McLean County Clerk

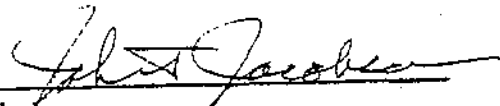
County of DeWitt

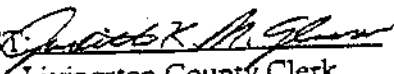


By
Chairman

ATTEST 
DeWitt County Clerk

County of Livingston

By: 
Chairman

ATTEST: 
Livingston County Clerk

An Ordinance of the McLean County Board
Amending the 2002 Combined
Appropriation and Budget Ordinance for Fund 0107

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2002 appropriation in Fund 0107 AIDS/Communicable Disease Prevention for Grants received from the Illinois Department of Public Health for the Health Alert Network Build Out and broadband internet connection, and the Board of Health and Finance Committee concur; and,

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

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, and increasing the appropriation by \$27,290 from \$20,511 to \$47,801.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0795-0003	Telephone	\$ 685	\$ 5,950	\$ 6,635
0833-0002	Purchase Computer Equip.	\$ 1,500	\$21,340	\$ 22,840
TOTALS:		\$ 2,185	\$27,290	\$ 29,475

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

Adopted by the County Board of McLean County this _____ day
of _____, 2002.

ATTEST:

APPROVED:

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

Michael F. Sweeney Chairman of the
McLean County Board

A Resolution Amending the Fiscal Year 2003 McLean County Full-Time Equivalent Position Resolution Associated with an Ordinance to Amend the Fiscal Year 2003 McLean County Combined Appropriation and Budget Ordinance for Fund 0107.

WHEREAS, the County Board adopted a funded Full-Time Equivalent Position Resolution on November 19, 2002 which became effective on January 1, 2003; and,

WHEREAS, it becomes necessary to increase the Funded Full-Time Equivalent Position Resolution to authorize position changes associated with additional grant resources for the CDC Bioterrorism Grant from the Illinois Department of Public Health;

Therefore, Be it resolved by the McLean County Board, now in regular session, that the said funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

Action	Fund	Program	Position	Annual	Months	Now	New
			Classification	FTE			
Increase	0107-0061	0062	0503-8113	.32	9.0	.02	.26
Increase	0107-0061	0062	0515-8127	.39	9.0	.20	.49

This Amendment shall become effective and be in full force immediately upon adoption.

Adopted by the County Board of McLean County this _____ day of _____ 2003.

APPROVED

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

ada\budg\03ftebioterror

**An Ordinance of the McLean County Board
to Establish a Tax Sale Automation Fund in the Office of the County Treasurer**

WHEREAS, the County Treasurer performs certain County Collector duties, including sale of property for delinquent taxes; and,

WHEREAS, an automated record keeping system is used for processing delinquent property tax sales; and,

WHEREAS, the County Collector may assess to the purchaser of property for delinquent taxes a fee of not more than \$10.00 per parcel; and,

WHEREAS, pursuant to 35 ILCS 200/21-245, the County Board may make expenditures from the Tax Sale Automation Fund to pay any costs related to the automation of property tax collections and delinquent property tax sales, including the cost of hardware, software, research and development, and personnel; and,

WHEREAS, the Finance Committee at its regular meeting of January 7, 2003 recommended that the County Board authorize the County Treasurer to establish a Special Revenue Fund for the deposit and expenditure of fees collected by the County Collector pursuant to law effective January 1, 2004; now, therefore

BE IT ORDAINED by the McLean County Board as follows:

(1) Effective January 1, 2004, the County Treasurer is hereby authorized to establish a Special Revenue Fund entitled "Tax Sale Automation Fund," for deposit of fees assessed by the County Collector to purchasers of property for delinquent taxes, which fund shall be used to pay any costs related to the automation of property tax collections and delinquent property tax sales, including the cost of hardware, software, research and development, and personnel.

(2) The County Clerk shall forward a certified copy of this Ordinance to the County Treasurer and the County Administrator.

ADOPTED by the McLean County Board this 21st day of January, 2003.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

RESOLUTION
OF THE McLEAN COUNTY BOARD
ESTABLISHING MILEAGE REIMBURSEMENT
FOR USE OF PRIVATE VEHICLES FOR COUNTY BUSINESS

WHEREAS, the McLean County Board adopted an Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County on February 19, 2002; and,

WHEREAS, the increasing costs of operating and maintaining a private vehicle have been recognized by the McLean County Board and the Internal Revenue Service; and,

WHEREAS, the McLean County Board has reviewed the issue of appropriate mileage reimbursement for the use of private vehicles for conducting County business; and,

WHEREAS, the McLean County Board, at its regular meeting on January 21, 2003, recommended that effective January 1, 2003, the mileage reimbursement rate for use of private vehicles for conducting County business be set at 36 cents per mile for all County officials and employees; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees is hereby set at 36 cents per mile effective as of January 1, 2003.

(2) That those persons who are eligible for mileage reimbursement in accordance with the Ordinance Amending and Establishing the County Officer and Salaried Employee Travel/Expense Reimbursement Policy for McLean County are hereby to be reimbursed at the rate of 36 cents per mile, effective as of January 1, 2003.

(3) That the mileage reimbursement rate for use of private vehicles for conducting County business for County officials and employees shall be reviewed annually by the McLean County Board.

(4) That the County Clerk shall provide a certified copy of this Resolution to the County Auditor and the County Administrator.

(2)

ADOPTED by the McLean County Board this 21st day of January, 2003.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

mileage_reimb2003.res

An Ordinance of the McLean County Board
 Amending the 2003 Combined
 Appropriation and Budget Ordinance for Fund 0107

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2003 appropriation in Fund 0107 AIDS/Communicable Disease Prevention, and the Board of Health and Finance Committee concur; and,

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

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0407-0072 Bioterrorism Grant - in Fund 0107, Department 0061, Program 0062, and establishing an appropriation of \$73,219.00.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0107, Department 0061, Program 0062, AIDS/Communicable Disease Prevention as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE	NEW AMOUNT
0503-0001	Full Time Employees	\$ 27,661	\$ 8,072	\$ 35,733
0515-0001	Part Time Employees	\$ 25,863	\$13,106	\$ 38,969
0599-0001	County IMRF Contrib.	\$ 2,519	\$ 962	\$ 3,481
0599-0002	Employee Medical	\$ 2,346	\$ 561	\$ 2,907
0599-0003	Social Security Contrib.	\$ 4,149	\$ 1,696	\$ 5,845
0607-0001	Food	\$ 0	\$ 200	\$ 200
0612-0003	Educational Supplies	\$ 5,154	\$ 5,175	\$ 10,329
0620-0001	Office Supplies	\$ 600	\$ 200	\$ 800
0629-0001	Printed Forms	\$ 2,400	\$ 2,400	\$ 4,800
0630-0001	Postage	\$ 1,600	\$ 250	\$ 1,850
0778-0001	DP User Fees	\$ 0	\$ 2,000	\$ 2,000
0793-0001	Travel	\$ 700	\$ 4,084	\$ 4,784
0795-0003	Telephone	\$ 1,900	\$ 237	\$ 2,137
0833-0002	Purchase Computer Equip.	\$ 0	\$34,276	\$ 34,276
TOTALS:		\$ 74,892	\$73,219	\$148,111

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

Adopted by the County Board of McLean County this _____ day of _____, 2002.

ATTEST:

APPROVED:

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

Michael F. Sweeney Chairman of the
McLean County Board

F:\adm\budg\02bioterroramendment

**RESOLUTION AUTHORIZING CHAIRMAN TO SIGN
ILLINOIS LAW ENFORCEMENT ALARM SYSTEM
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the McLean County Board recognizes the need to safeguard the lives and property of citizens during emergencies and disasters; and

WHEREAS, it is deemed appropriate that law enforcement agencies should be enabled to provide additional resources, equipment and/or law enforcement personnel to stricken law enforcement agencies within the State of Illinois that are parties to the Illinois Law Enforcement Alarm System Intergovernmental Agreement; and

WHEREAS, the McLean County Sheriff desires to enter into said Intergovernmental Agreement; and

WHEREAS, this Intergovernmental Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.), now, therefore,

BE IT RESOLVED BY THE McLEAN COUNTY BOARD, that the Chairman of the McLean County Board is authorized to sign the Illinois Law Enforcement Alarm System Intergovernmental Agreement on behalf of the McLean County Board.

ADOPTED by the McLean County Board this ____ day of _____, 2003.

Approved:

Michael F. Sweeney, Chairman,
County Board of McLean County, Illinois

Attest:

Peggy Ann Milton
Clerk of the McLean County Board

ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

Mutual Aid Agreement

The undersigned law enforcement agencies agree pursuant to the Constitution of the State of Illinois (Ill. Const. Art. VII, sec. 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1), as follows:

Section 1

Purpose of Agreement

This Agreement is made in recognition of the fact that natural or man-made occurrences may result in emergencies that exceed the resources, equipment and/or law enforcement personnel of a law enforcement agency. Each law enforcement agency who signs a copy of this Agreement has and does express its intent to aid and assist the other participating law enforcement agencies during an emergency by assigning some of their resources, equipment and/or law enforcement personnel to the affected law enforcement agency as circumstances permit and in accordance with the terms of this Agreement. The specific intent of this Agreement is to safeguard the lives, people and property of citizens during an emergency by enabling other law enforcement agencies to provide additional resources, equipment and/or law enforcement personnel as needed.

Section 2

Definitions

For the purpose of this Agreement, the following terms are defined as follows:

Aiding law enforcement agency: A participating law enforcement agency that provides resources, equipment and/or law enforcement personnel to a stricken law enforcement agency during an emergency.

Disaster: An occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, hostile military or paramilitary action, or acts of domestic terrorism.

Emergency: A natural or man-made situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of local, state or federal government.

Law enforcement personnel: An employee of a participating law enforcement agency who is a peace officer (as defined by state law and the Illinois Law Enforcement Training and Standards Board or

federal law) and by virtue of his office or public employment, is vested by the state or federal law with the primary duty of maintaining public order and making arrests for violations of state or federal law.

Mutual aid: A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of a natural or man-made emergency.

Participating law enforcement agencies: A law enforcement agency that commits itself to this mutual aid agreement by having an authorized representative sign this Agreement.

State: The term *state* refers exclusively to the State of Illinois.

Stricken law enforcement agency: A participating law enforcement agency who has primary jurisdiction over the site of the emergency but due to insufficient resources, equipment and/or law enforcement personnel is unable to provide an adequate response to an emergency without the assistance of others.

Section 3

Agreement to Effectuate the Mutual Aid Plan

Each undersigned party agrees that in the event of an emergency, they will respond to requests for assistance by a stricken law enforcement agency with such law enforcement personnel, equipment, facilities, or services as is, in the opinion of the aiding law enforcement agency, available. Provided, however, that each party reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction or personnel.

It is expected that requests for mutual aid under this Agreement will be initiated only when the needs of the stricken agency exceed its resources. Aiding agencies will be released and returned to their own jurisdictions as soon as the situation is restored to the point where the stricken agency is able to satisfactorily handle the situation with its own resources or when an aiding agency decides to recall its assistance.

Whenever an emergency is of such magnitude and consequence that it is deemed advisable by the senior officer present, of the stricken law enforcement agency, to request assistance from an aiding law enforcement agency, he is hereby authorized to do so, under the terms of this mutual aid agreement. The senior officer present of the aiding law enforcement agency is authorized to and shall forthwith take the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or law enforcement personnel can be committed to the stricken law enforcement agency.
- Immediately dispatch the resources, equipment and/or law enforcement personnel that are available to the stricken law enforcement agency.

At the emergency site, the most senior officer of the stricken law enforcement agency who is present shall assume full responsibility and command for law enforcement operations at the scene. Law enforcement personnel from the aiding agencies shall report to and shall work under the direction and supervision of the stricken agency. Provided, however, that at all times, the personnel of the aiding agencies shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the aiding agency, law enforcement personnel shall only be required to respond to lawful orders.

All services performed under this Agreement shall be rendered without reimbursement, regardless of the possibility of reimbursement from the requesting agency or other sources. Each participating law enforcement agency shall assume sole responsibility for indemnifying their own employees, as provided by state or federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law. Each participating agency shall also be responsible, regardless of fault, for repairing or replacing any damage to their own vehicles or equipment that occurs while providing assistance under this Agreement.

The participating agencies agree that this Agreement shall not give rise to any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

The participating agencies further agree that each agency will be responsible for defending their own respective entity in any action or dispute that arises in connection with or as the result of this Agreement and that each agency will be responsible for bearing their own costs, damages, losses, expenses, and attorney fees.

The chief law enforcement officers of the participating agencies will maintain a governing board and establish an operational plan for giving and receiving aid under this Agreement. Said plan will be reviewed, updated and tested at regular intervals.

Section 4 Adoption

This mutual aid agreement shall be in full force and in effect when approved and executed by a representative of a participating law enforcement agency who has the legal authority to sign and enter into this Agreement on behalf of his law enforcement agency.

Section 5 Termination

Any participating law enforcement agency may withdraw from this Agreement upon giving ninety (90) days written notice addressed to each of the other participating agencies.

Section 6
Signatory Page

This signatory certifies that this mutual aid agreement, for the Illinois Law Enforcement Alarm System (ILEAS), has been adopted and approved by ordinance, resolution, memorandum of understanding or other manner approved by law, a copy of which document is attached hereto.

Political Entity or Agency

Chief Law Enforcement Officer

President, Mayor, Chairman or other Chief
Executive Officer (if applicable)

Title

Date

Date

Attest:

Title

Date

October 23, 2002



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

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

December 20, 2002

TO: Tari Renner, Chairperson
Justice Committee
FROM: David Owens, Sheriff
SUBJ: MUTUAL AID PLAN

Law Enforcement agencies, in the State of Illinois, are working closely together to create a state wide Law Enforcement Mutual Aid Plan. This is very similar to what the fire service has been doing for many years. The collar communities in Northern Illinois have had such agreements for many years with much success.

The mutual aid plan is called (ILEAS), Illinois Law Enforcement Alarm System, and the purpose of ILEAS is:

- To provide immediate extra law enforcement manpower and equipment at the scene of emergencies.
- To provide for an automatic and systematic response of law enforcement manpower teams.
- To provide for contractual responsibilities and liabilities.
- To provide broad area coverage.
- To foster a cooperative spirit for law enforcement emergency planning.
- To provide access to specialized manpower and equipment that no one department could afford to maintain.

This plan has primarily come about since the events of September 11th. It will assist local law enforcement to receive pre-planned assistance for terrorist

Tari Renner
December 20, 2002
Page 2

related events, as well as natural and other emergencies, where additional manpower and equipment is needed.

I am requesting that the Sheriff's Office be allowed to enter into an agreement to become part of the Illinois Law Enforcement Alarm System. (Please see attached Mutual Aid Agreement). Eric Ruud has reviewed this document and has no objections or concerns. There are no additional costs associated with joining this system.

Respectfully submitted,



David Owens
Sheriff

DO:jc

CONTRACT – INMATE CHAPLAIN

This contract entered into this _____ day of January, 2003 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

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

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

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

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

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

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

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

McLean County agrees to pay the Inmate Chaplain the Contract price of \$9,055.21. Payments to be made quarterly.

The term of this Contract shall be from January 21, 2003- December 31, 2003. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

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

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

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

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

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

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

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

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

ADOPTED by the County Board of McLean County, Illinois, this _____ day of January, 2003.

Colleen Bennett

Sheriff Dave Owens

APPROVED:

Michael Sweeney, Chairman
McLean County Board

ATTEST:

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



McLEAN COUNTY SHERIFF'S DEPARTMENT
DAVID OWENS, SHERIFF
"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
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Domestic Crimes Division (309) 888-5860
FAX (309) 888-5072

December 20, 2002

TO: Tari Renner, Chairperson
Justice Committee
FROM: Sheriff David Owens
SUBJ: RADIO SYSTEM

After approximately two months of extensive testing, we have determined that the best solution for our radio system requirements is the "Clear Talk System", which is owned and operated by Corn Belt Electric and two other Electric co-ops located in Central Illinois. This system is an 800 MHz trucking system, which uses "Smart Zone Technology" and countywide coverage and is provided through five tower sites. The best results include the use of an in car repeater system, which allows deputies to talk in and out of structures, especially in rural areas of McLean County.

Based on our testing, we believe that this is the "Best System" available at the present time for the needs of the McLean County Sheriff's Office. It would also give us flexibility for future growth and expansion.

I respectfully request that the Justice Committee allow my office to seek competitive bids on equipment that will allow us to operate on the "Clear Talk System". We would also ask for a lease/purchase proposal to acquire the equipment.

The McLean County Sheriff's Office would then have to lease access to the system, based on the number of radios used on the system on a monthly basis. The maximum rate, for access to all tower sites owned by "Clear Talk", is \$35 per month per radio. Representatives from Clear Talk have indicated that the actual cost is negotiable.

Additional equipment would have to be placed in the Law and Justice Center, at Metcom and in the backup center to make the system operational. The costs associated with these expenses, monthly access fees and the purchase of equipment will be presented to the Justice Committee after the bids have been received and evaluated.

Tari Renner
December 20, 2002
Page 2

By putting bids out on this equipment, we should obtain more favorable pricing for equipment and we will be able to determine costs associated with going on line with the system. The next step would be to find financing to purchase it.

With the purchase of mobiles, which can be operated on both digital and analog systems, we will have the flexibility to access the Star Com 21 system, which Motorola is currently building for the Illinois State Police, if we choose to do so in the future.

There are currently two other Sheriff's Offices in Illinois who operate on the "Clear Talk System", LaSalle County and Edgar County.

We are currently still using the E.F. Johnson Radio System, and based on feedback received from the members of the Ad-Hoc Radio Committee, the consensus is to phase out the E.F. Johnson System for all law enforcement use. Bloomington PD and Normal PD have already moved off of this system until a more reliable, long-term replacement is found.

I believe that by moving to the "Clear Talk" System, we will be moving much closer to a long-term solution.

If you have any questions, please feel free to give me a call at 888-5034.



Sheriff David Owens

DO:jc