



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, April 10, 2007

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – March 13, 2007
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:

BLOOMINGTON TOWNSHIP PUBLIC WATER DISTRICT

Mr. Alan LaRoche
14211 Lara Trace
Bloomington, IL 61704
(Five-year term to expire on May 7, 2012)

BLOOMINGTON-NORMAL WATER RECLAMATION DISTRICT

Mr. Ken Schroeder
6 Ridgemont Road
Normal, IL 61761
(Three-year term to expire on May 7, 2010)

CARLOCK FIRE PROTECTION DISTRICT

Mr. David Kinzinger
19198 N. 1100 East Rd.
Normal, IL 61761
(Three-year term to expire on April 30, 2010)

DANVERS FIRE PROTECTION DISTRICT

Ms. Diane Bostic
907 North Mitsubishi Motorway
Normal, IL 61761
(Three-year term to expire on April 30, 2010)

DOWNS FIRE PROTECTION DISTRICT

Mr. Mark Reynolds
9513 N. 2125 East Road
Bloomington, IL 61704
(Three-year term to expire on April 30, 2010)

HUDSON FIRE PROTECTION DISTRICT

Mr. Paul McKinney
511 North Broadway
Hudson, IL 61748
(Three-year term to expire on April 30, 2010)

LEXINGTON FIRE PROTECTION DISTRICT

Mr. Daniel Blevins
105 Delane Drive
Lexington, IL 61753
(Three-year term to expire on April 30, 2010)

OCTAVIA FIRE PROTECTION DISTRICT

Mr. Chad Hoffman
33995 E 1900 N Rd.
Colfax, IL 61728
(Three-year term to expire on April 30, 2010)

OCTAVIA FIRE PROTECTION DISTRICT

Mr. Doug E. Helmers
21982 N. 4000 East Rd.
Cropsey, IL 61731
(Three-year term to expire on April 30, 2010)

RANDOLPH TOWNSHIP FIRE PROTECTION DISTRICT

Mr. Vernon D. Terrell
15356 Mountain View
Heyworth, IL 61745
(Three-year term to expire on April 30, 2010)

SAYBROOK-ARROWSMITH FIRE PROTECTION DISTRICT

Mr. Joseph A. Bane
33632 East Boon Road
Arrowsmith, IL 61722
(Three-year term to expire on April 30, 2010)

TOWANDA FIRE PROTECTION DISTRICT

Mr. Dan Traeger
20691 E. 1400 North Rd.
Bloomington, IL 61704
(Three-year term to expire on April 30, 2010)

b) APPOINTMENTS:

BELLFLOWER FIRE PROTECTION DISTRICT

Mr. Dyke C. Shaffer
36022 E 100 N Rd
Farmer City, IL 61842
(Three-year term to expire on April 30, 2010)

CARLOCK FIRE PROTECTION DISTRICT

Mr. Everett H. Laesch
1825 Mabel Rd.
Normal, IL 61761
(Three-year term to expire on April 30, 2010)

ELLSWORTH FIRE PROTECTION DISTRICT

Ms. Melissa Barnhill
PO Box 103
Ellsworth, IL 61737
(Three-year term to expire on April 30, 2010)

c) RESIGNATIONS AND/OR TERM EXPIRATIONS:

BELLFLOWER FIRE PROTECTION DISTRICT

Mr. Lloyd Power
37058 East 500 North Rd.
Bellflower, IL 61724

CARLOCK FIRE PROTECTION DISTRICT

Mr. Lowell T. Hoffman
8690 E 1800 North Rd.
Bloomington, IL 61704

ELLSWORTH FIRE PROTECTION DISTRICT

Mr. Brian Dirks
27639 E. 1300 North Rd.
Ellsworth, IL 61737

d) Request Approval to Purchase Personal Computers
through Intergovernmental Purchasing

- 2) Items to be Presented to the Board:
 - a) Declaration of Vacancy in County Board District 5 to be Announced at Board Meeting – Schedule for Submitting Application and Appointment
 - b) Information Services Status Report
 - c) General Report
 - d) Other

B. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Presented to the Board:
 - a) Request Approval of a Front Setback Vacation Plat for Lot 26 Crestwicke South Subdivision which is located In Bloomington Township at 15878 Crestwicke Drive, Bloomington, File No. S-07-04
 - b) General Report
 - c) Other

C. Property Committee – Chairman Bostic

- 1) Items to be Presented to the Board:
 - a) Request Approval of Playground Purchase through U.S. Communities Purchasing Contract – Parks and Recreation Department
 - b) General Report
 - c) Other

D. Transportation Committee – Vice Chairman Hoselton

- 1) Items to be Presented to the Board:
 - a) Request Approval of a Resolution and Letting Results from March 28, 2007 County & Township 2007 MFT Maintenance Sections
 - b) Request Approval of Annual Surveying Agreement – Lewis, Yockey & Brown, Inc.
 - c) Request Approval of a Bridge Design Agreement with Hampton, Lenzini & Renwick, Inc., Heartland Bridge – Sec 07-00045-03-BR – Saybrook Rd. (CH 36) Posted on 22 Ton
 - d) Request Approval of Timber Bridge Engineering Agreement – Hampton, Lenzini & Renwick, Inc.
 - e) Request Approval of Joint Bridge Petition – Empire Township Road District and Dawson Township Road District
 - f) General Report
 - g) Other

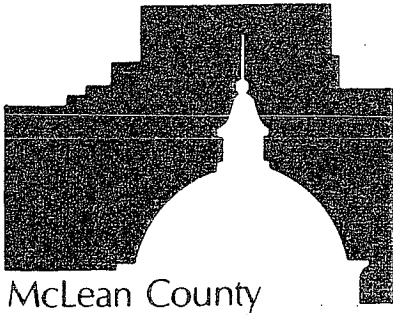
- E. Finance Committee – Chairman Sorensen
 - 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance – Collector’s Automation Fund 0168, County Treasurer 0004, Financial Management 0004 – Treasurer’s Office 3-4
 - b) Request Approval of an Ordinance of the McLean County Board Amending the 2007 Combined Appropriation and Budget Ordinance for Fund 0107 – AIDS/ Communicable Disease Program – for a NACCHO Medical Reserve Corps Training Grant – Health Department 5-7
 - c) Request Approval of an Ordinance of the McLean County Board Amending the 2007 Combined Appropriation and Budget Ordinance for Fund 0112-0061-0065 – Animal Control Program – to Purchase a new Vehicle – Health Department 8-9
 - 2) Items to be Presented to the Board:
 - a) Request Approval of a Contract Agreement between McLean County and The Sidwell Company for Professional Mapping Services – Supervisor of Assessment’s Office
 - b) General Report
 - c) Other

- F. Justice Committee – Chairman Renner
 - 1) Items to be Presented for Committee Action:
 - a) Request Approval of a Master Contract with Ford County for Lease of Space in the McLean County Juvenile Detention Center – Court Services 10-15
 - 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

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

- 6. Other Business and Communications
- 7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board
- 8. Adjournment

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McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124
115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
To Purchase Personal Computers
Through Intergovernmental Purchasing**

April 10, 2007

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

I respectfully request permission to purchase Dell computer systems under Contract N39913562. Given that I believe this to be advantageous to McLean County, and given that I have the support of the County Administrator in making such a purchase, permission is requested under the following from the McLean County Purchasing and Contracting Policy:

County purchasing policy states (Chapter 17.59-5) "Items Purchased Through Intergovernmental Purchasing County departments May participate in inter-governmental purchasing. In these instances, these departments may not follow strictly the procedures set forth in these policies. All departments utilizing this method shall file all purchasing documentation with the County Administrator and County Auditor. All items purchased through Inter-governmental Purchasing must conform to State law governing such purchasing."

These machines and prices have already been through a formal bidding procedure, and the purchase mirrors the process used in purchasing under the State of Illinois contract.

Information Services would like to purchase from two basic configurations exist within the contract.

Configuration #1, at \$859.00 consists of a 2.4 GHz, 2 GB Ram, 80gb hard drive, 16x DVD+/- rw DVD burner with 17" flat panel monitor and Gold support service running Windows XP Service Pack 2.

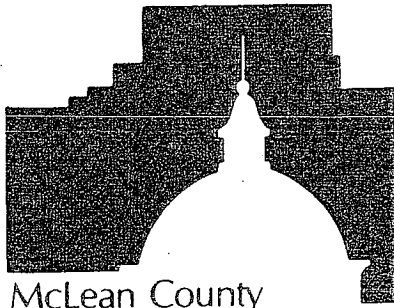
Configuration #2, at \$1208.00 is identical to the above configuration except for an upgraded video card capable of supporting dual monitors and an additional 20" monitor.

Configuration	Qty	Price	Extended Price
#1	20	\$859	\$17,180
#2	12	\$1,208	\$14,496
Total			\$31,676

I respectfully request permission to purchase these personal computers using the State of Illinois CMS Contract.

Respectfully submitted,

Craig Nelson
Director, Information Services



McLean County

INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5124

115 E. Washington, Room 202 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Information Services Status Report
April 10, 2007**

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 March.

General Administration:

- Reviewed needs for continuing remodeling at LNJ.
- Set up Blackberry review meeting and policy.
- Implemented VMWARE training for Network staff.
- Researched PC purchasing options.
- Researched Mobile Data computing solutions for Squad Cars.

Hardware/Network

- Began deployment of new PCs.
- Equipped specific LNJ network closets with new switches.
- Relocated phone/data for Risk Management.
- Relocated phone/data for Court Security.
- Began Blackberry program.
- Installed Blackberry Enterprise Server
- Began implementation of virtualization project.

Programming/Database/Web

- Continued improving internally developed reports and forms for IJIS project.
- Reviewed Child Support data extract files from contract.
- Began programming for Blackberry services.
- Evaluating tape conversion solutions for legacy as/400 tapes.
- Continued evaluation of Office 2007, Windows Vista, Exchange 2007 and needed training.
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Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2007
Combined Annual Appropriation and Budget Ordinance
Collector's Automation Fund 0168, County Treasurer 0004, Financial Management 0004**

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

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Collector's Automation Fund 0168, County Treasurer 0004, Financial Management Program 0004; and,

WHEREAS, an equipment failure in the County Treasurer's Office has created a need to acquire two (2) high speed printers for use in the tax collection and receipting process; and,

WHEREAS, the Information Services Department has reviewed the need for two (2) high-speed printers to be acquired for the Treasurer's tax collection and receipting process; and,

WHEREAS, sufficient funds exist for such a purchase in the unappropriated fund balance of the Collector's Automation Fund; and,

WHEREAS, the Finance Committee, on Tuesday, April 3, 2007, recommended approval of an Emergency Appropriation Ordinance to amend the Fiscal Year 2007 Combined Annual Appropriation and Budget Ordinance to appropriate sufficient funds to permit the County Treasurer to purchase two (2) high-speed printers for use in the tax collection and receipting process; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the Collector's Automation Fund 0168, County Treasurer 0004, Financial Management Program 0004 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
Unappropriated Fund Balance 0168-0004-0004-0400.0000	\$ 0.00	\$ 3,600.00	\$ 3,600.00

2. That the County Auditor is directed to add to the appropriated budget of the Collector's Automation Fund 0168 County Treasurer 0004, Financial Management Program 0004 the following appropriation:

Purchase of Computer Equipment 0168-0004-0004-0833.0002	\$ 0.00	\$ 3,600.00	\$ 3,600.00
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(2)

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

ADOPTED by the McLean County Board this 17th day of April, 2007.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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McLean County

Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309) 888-5450

Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director

A handwritten signature in black ink that reads "Robert J. Keller".

Date: March 26, 2007

Re: Budget Amendments

Please find attached requested budget amendments for two Health Department programs:

Grant Fund 0107 – NACCHO Medical Reserve Corps Training Grant

The department was awarded a \$10,000 grant from the National Association of City and County Health Officials to assist in training Medical Reserve Corps volunteers. The grant will pay for a portion of the part-time coordinator's salary and related training expenses. It is anticipated that the entire \$10,000 grant will be expended prior to the end of County fiscal year 2007. No FTE amendment is required due to the fact that the part-time hours will be allocated directly to the grant program.

Fund 0112 -0061-0065 Animal Control Program

As the attached description denotes, the department's 1994 animal control truck has encountered a major transmission repair problem. The cost-benefit of expending additional resources (approximately \$2,500) to repair the 1994 vehicle is highly questionable. The vehicle currently has an odometer reading of approximately 90,000 miles and has previously been involved in an accident. As a result, the department proposes utilizing the retained balances within several liability accounts to purchase a new vehicle from the state bid list. The 1994 truck will either be declared surplus or be sold to the dealership.

**An Ordinance of the McLean County Board
Amending the 2007 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 2007 appropriation in Fund 0107 AIDS/Communicable Disease Program, 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 establish revenue line 0407-0134 Medical Reserve Corp (MRC) Capacity Grant - in Fund 0107, Department 0061, Program 0062 and appropriating \$10,000.
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 Programs as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0515-0001	Part Time Employees	\$ 51,091	\$ 1,357	\$ 52,448
0599-0001	Co. IMRF	\$ 9,641	\$ 116	\$ 9,757
0599-0003	SS Contribution	\$ 8,596	\$ 104	\$ 8,700
0607-0001	Food	\$ 637	\$ 1,920	\$ 2,557
0620-0001	Op/Office Supplies	\$ 8,200	\$ 3,093	\$ 11,293
0706-0001	Contract Services	\$ 8,049	\$ 3,000	\$ 11,049
0718-0001	Conference & Schooling	\$ 3,100	\$ 410	\$ 3,510
TOTALS:		\$ 89,314	\$ 10,000	\$ 99,314

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

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

ATTEST:

APPROVED:

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

Michael F. Sweeney Chairman of the
McLean County Board

F:\adm\budg\07NACCHO

Budget Amendment
National Association of City and County Health Officials MRC Grant
Grant Fund 0107

The McLean County Health Department applied for, and was awarded, a \$10,000 grant from the National Association of City and County Health Officials (NACCHO) to conduct training for volunteers used as part of the McLean County Health Department's emergency public health response function. Specifically, the funding will be used in the department's Medical Reserve Corps (MRC) to provide training to the local unit. The MRC is made up of volunteer physicians, nurses, and other individuals to augment the community's capacity to meet public demand during a public health emergency such as a bioterrorism event or large scale infectious disease outbreak. A portion of the funding will be used to defray a portion of the emergency public health coordinator's compensation on the project. The majority of the funding will cover training materials, meeting room rental for four courses, course fees for first aid/CPR/AED training and a costs associated with the coordinator attending to attend MRC-Illinois meetings.

An Ordinance of the McLean County Board
Amending the 2007 Combined
Appropriation and Budget Ordinance for Fund 0112

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2007 appropriation in Fund 0112 Sub department 0065 Animal Control, 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 0410-0001 Animal Control Unclassified- in Fund 0112, Department 0061, Program 0065, by \$18,031 from \$2,000 to \$20,031.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0112, Department 0061, Program 0065, Animal Control as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0840-0001	Purchase Vehicles	\$ 0	\$18,031	\$ 18,031
TOTALS:		\$ 0	\$18,031	\$ 18,031

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

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

ATTEST:

APPROVED:

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

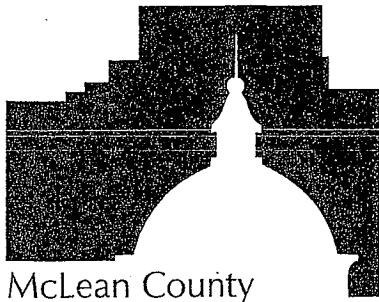
Michael F. Sweeney Chairman of the
McLean County Board

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FY 2007 Budget Amendment Request
McLean County Health Department Animal Control
Fund 0112 Sub department 0065

The McLean County Health Department is requesting an appropriation of available resources to apply towards the purchase of a replacement animal control vehicle in FY 2007. Recently the 1994 Ford Ranger vehicle encountered severe transmission problems. A repair quote was estimated at approximately \$2,418. Since the vehicle is already 13 years old and in poor overall condition it was determined to be more fiscally responsible to purchase a new vehicle than invest a sizeable amount of money on the old vehicle.

The requested amendment is necessary to appropriate \$18,031 in the 0112-0061-0065-0840-0001 Purchase of Vehicle line item and the corresponding revenue line 0112-0061-0065-0410-0001 Animal Control Miscellaneous Revenue. The revenue presently is available in that line item via the transfer of unclaimed resources from three liability accounts utilized as part of the animal control operating fund. Transfers in the amounts of \$2,500 from Pre-Paid Vaccination Fees, \$7,000 from Spay/Neuter Deposits, and \$8,531 from Micro-Chipping Deposit have already been processed and applied to the Miscellaneous Revenue account. These amounts represent liability holdings that have aged past the reclamation periods. These accounts are established to pay third party vendors for prepaid services required by State statutory reference as a mandates for release of animals from a licensed animal holding facility.



COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 · Law & Justice Center · Bloomington, IL 61702-2400

Adult Division: (309) 888-5360

Fax (309) 888-5434

Room 103


Juvenile Division: (309) 888-5370

Fax (309) 888-5831

Room 601

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: March 26, 2007

RE: Juvenile Detention Bed Space Master Contract – Ford County

I have attached a master contract for lease of space in the McLean County Detention Center, for Ford County. This contract guarantees each county bed space at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. The master contract replaces the contract for lease of space that has previously been entered into with each county. This contract is identical to the ones approved for Livingston, Logan and Woodford Counties.

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

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

**MASTER 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 Ford 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 Ford County Board have by appropriate action, authorized this Agreement;

WHEREAS, 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 Ford County.

II. PARTIES

McLean County is the receiving County. Ford County is the transmitting County.

III. TERMS

The transmitting County agrees to pay \$80 per detention day for detention days purchased under this agreement. If the transmitting County has no detention days left purchased under this agreement it shall pay the then going rate for detention days at the McLean County Juvenile Detention Facility. Transmitting County shall not be liable/pay for unused detention days.

Under this master agreement the transmitting County may purchase, by purchase order, any number of detention days it deems appropriate. 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. The Transmitting County may make multiple purchases of blocks of detention days under this agreement subject to available space.

The McLean County Board hereby delegates to the Director of the McLean County Juvenile Detention Center the authority to approve purchases of detention days by the Transmitting County. The Director of the Juvenile Detention Center shall consider the current population of the Detention Center, the number of detention days held and used by the transmitting County, the total number of detention days contracted for by all counties for space in the Juvenile Detention Center, the need for certainty in population management, current staffing levels and appropriate population numbers for the safety of juveniles detained in the Juvenile Detention Center

The transmitting County agrees to make payment promptly upon being billed.

The receiving County shall not be obligated to accept a detainee if doing so would result in overcrowding of the Juvenile Detention Center or would impair the safety of the staff or residents of the McLean County Juvenile Detention Center..

IV. BILLING

The receiving County will bill for services rendered under this Agreement on a monthly 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.

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

Cassy Morris
Director/Chief Probation Officer
Ford County Courthouse
200 W. State St.
Paxton, Illinois 60957

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 Master Agreement shall be in effect when signed by the respective County Board Chairmen and shall be terminated as provided above.

APPROVED:

APPROVED:

Ford County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

ATTEST:

Ford County Clerk

McLean County Clerk

Date

Date