



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Monday, August 6, 2007

4:30 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – July 2, 2007
June 19, 2007 Stand-up Meeting
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Joan Naour, Correctional Health Services
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Contract with Eric Abreu, DDS, for the Provision of Dental Clinician Services at the McLean County Adult Detention Facility 1-5
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other
 - B. Roxanne Castleman, Director, Court Services
 - 1) Items to be Presented for Information:
 - a) Court Services Adult/Juvenile Division Statistics, June, 2007 6-7
 - b) Juvenile Detention Center – McLean County Statistics, 2007 8-10
 - c) Juvenile Detention Center – Out of County Statistics, 2007 11-12

- d) General Report
 - e) Other
- C. Amy Davis, Public Defender
- 1) Items to be Presented for Action:
 - a) Request Approval of Contract for Special Public Defender with David N. Rumley, Attorney at Law 13-16
 - 2) Items to be Presented for Information:
 - a) Monthly Caseload Report, June, 2007 17-19
 - b) General Report
 - c) Other
- D. Bill Yoder, McLean County State's Attorney
- 1) Items to be Presented for Action:
 - a) Request Approval of a Resolution of the McLean County Board Proclaiming Tuesday, September 25, 2007 "*It's Time to Talk Day*" and the Month of October 2007 as "*Domestic Violence Awareness Month*" in McLean County 20-21
 - 2) Items to be Presented for Information:
 - a) Grant from the Violent Crime Victims Assistance Act Program through the Illinois Attorney General's Office for the Victim-Witness Program 22-34
 - b) Monthly Caseload Report 35
 - c) Asset Forfeiture Fund Report 36
 - d) General Report
 - e) Other
- E. Laura Beavers, Case Manager, Children's Advocacy Center
- 1) Items to be Presented for Information:
 - a) Monthly Statistical Report 37
 - b) CASA Report 38
 - c) General Report
 - d) Other
- F. Mike Emery, McLean County Sheriff
- 1) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report, June 2007 39-41
 - b) Update on Designated Eastside Patrol Officer
 - c) General Report
 - d) Other

- G. Beth C. Kimmerling, McLean County Coroner
 - 1) Items to be Presented for Information:
 - a) Monthly Report, June 2007 42
 - b) General Report
 - c) Other

- H. Sandy Parker, McLean County Circuit Clerk
 - 1) Items to be Presented for Information:
 - a) Statistical Reports, June 2007 43-51
 - b) 2nd Quarter Statistical Report for 2007 52-60
 - c) General Report
 - d) Other

- 5. Other Business and Communication

- 6. Recommend payment of Bills and Transfers, if any, to the County Board

- 7. Adjournment



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

MEMORANDUM

DATE:	July 25 th , 2007
TO:	THE HONORABLE CHAIRPERSON AND MEMBERS OF THE JUSTICE COMMITTEE
FROM:	JOAN NAOUR, DIRECTOR OF MCDF HEALTH SERVICES <i>JN</i>

TOPIC: RECOMMENDATION FOR APPROVAL OF CONTRACT WITH ERIC ABREU, DDS, FOR THE PROVISION OF DENTAL CLINICIAN SERVICES AT THE McLEAN COUNTY ADULT DETENTION FACILITY

Dennis Krug, DDS, has provided dental clinician services for the McLean County Adult Detention Facility since 1995; however, in December of 2006, Dr. Krug informed the Health Services staff that he did not wish to renew his contract at that time. Dr. Krug agreed to continue to provide services to the inmate population until another dental clinician could be found and Dr. Krug has fulfilled this agreement.

In January of 2007, we began a search for a dental clinician to replace Dr. Krug, and at this time, we respectfully recommend approval of a contract with Eric Abreu, DDS, for the provision of dental clinician services at the McLean County Adult Detention Facility. Dr. Abreu will provide the same level of services as in the past, which will include on-site dental evaluation and treatment once a week for approximately three to four hours. We further recommend that the dental clinician contract be approved for a one year time period, and that compensation for the 2007-2008 contract year be paid at an hourly rate of \$132.00 portal to portal, in addition to a monthly retainer of \$100.00. These figures are the same figures which were negotiated with the dental clinician in December of 2004.

We are very impressed with Dr. Abreu's credentials. Dr. Abreu has a private dental practice in Bloomington-Normal; and, in addition has worked in low income clinics and free dental clinics locally. He appears very willing to work with the present equipment and has assured Detention Facility staff that he will be available for follow-up when needed.

We would be happy to provide any additional information and/or answer any questions or concerns that you may have regarding this matter. Thank you in advance for your time and consideration.

**AGREEMENT
FOR DENTAL CLINICIAN**

THIS AGREEMENT, made this 21st of August, 2007, by and between the McLean County Board, (hereinafter known as the Board), and, Eric Abreu, a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992), to provide medical and dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, the Dental Clinician has the capacity to provide such service:

THE DENTAL CLINICIAN AGREES TO:

1. Provide dental services including examination and treatment of inmates of the McLean County Detention Facility who are referred for services by designated nursing staff.
2. Provide Dental Assistant services for each clinic, if necessary, and appropriate compensation for those services.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain malpractice insurance and Worker's Compensation Insurance for the Dental Clinician any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certifications necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.

DENTAL CLINICIAN CONTRACT

Page Two

9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.
10. The Dental Clinician will indemnify and hold harmless the Board, its Director, agents, employees and assigns against any and all claims arising out of or relating to the Dental Clinician's activities pursuant to this Agreement.

THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the term of this Agreement (September 1, 2007 through August 31, 2008), provide compensation to the Dental Clinician at an hourly rate of \$132.00 portal to portal in addition to a monthly stipend of \$100.00 payable monthly upon invoice by the Dental Clinician.

DENTAL CLINICIAN CONTRACT

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on September 1, 2007 and terminate on August 31, 2008 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.
4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician 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.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach if this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.

DENTAL CLINICIAN CONTRACT

10. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
11. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the Dental Clinician upon thirty (30) days written notice.
 - b) At the request of the Board upon thirty (30) days written notice.
12. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this agreement, invalid or unenforceable.
13. This Agreement may not be assigned or subcontracted by the Dental Clinician to any other person or entity without the written consent of the Board.
14. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
15. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

APPROVED:

Dental Clinician
Eric Abreu, DDS

Mike Emery
McLean County Sheriff

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

June 2007

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

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

Total Caseload – 875 (868 last month)

Average caseload per officer 125 (124 last month)

Presentence Reports Completed – 19 (28 last month)

* Total Workload Hours Needed – 1424.80 (1498.80 last month)

** Total Hours Available - 1650.00

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

** The number of work hours available to the division (10.5 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -2.02 adult officers are needed.** (-1.51 last month)

JUVENILE DIVISION

3 ½ Officer Division

Total Caseload – 141 (139 last month)

Average caseload per officer 40 (43 last month)

Social History Reports Completed – 12 (11 last month)

* Total Workload Hours Needed – 549.50 (556.50 last month)

** Total Hours Available 600.00

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

** The number of work hours available to the division (3.5 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -.34 juvenile officers are needed.** (.21 last month)

EARLY INTERVENTION PROBATION (EIP)

2 ½ Person unit with a maximum caseload of 35

Total caseload ??

Social History Reports ?

June, 2007

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 35 (38 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 12 (14 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 48 (50 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences – 21 (20 last month)

Total Caseload Informal Probation – 20 (23 last month)

Total Intake Screen Reports (juvenile police reports received) 144 (130 last month)

COMMUNITY SERVICE PROGRAM

2 person unit

Total Caseload Adult - 553 (554 last month)

Total Caseload Juvenile – 35 (38 last month)

Total Hours Completed Adult – 5238.00 (\$27,499.50 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 220.00 (\$1,155.00 Symbolic Restitution \$5.25)

Total Worksites Used – 43 (43 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 130 (134 last month)

Total Court Supervision/Conditional Discharge Caseload – 574 (572 last month)

**2007
JUVENILE DETENTION CENTER
MCLEAN COUNTY**

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0	0						
11	0	0	0	0	0	0						
12	0	0	0	0	0	1						
13	0	0	1	1	0	1						
14	5	2	1	0	1	2						
15	4	1	5	5	6	8						
16	9	6	5	6	10	7						
Sex of Minors Detained												
Male	14	8	10	11	14	15						
Female	4	1	2	1	3	4						
Race of Minors Detained												
Caucasian	8	4	5	5	9	10						
African-American	8	5	7	7	8	9						
Hispanic	2	0	0	0	0	0						
Offenses of Which Minor was Detained												
Dispositional Detention	3	4	2	7	4	0						
Warrant	1	1	3	1	2	3						
Aggravated Assault	0	0	0	0	1	0						
Aggravated Assault with Firearm	0	0	0	0	0	1						
Aggravated Battery	3	0	0	0	0	2						
Aggravated Criminal Sexual Assault	0	0	0	0	1	0						
Armed Robbery	0	0	0	0	0	4						
Burglary	1	0	0	0	0	1						
Burglary to Motor Vehicle	0	0	1	0	0	0						
Court Ordered	1	0	0	0	0	1						
Criminal Damage to Property	0	0	1	0	0	0						
Domestic Battery	2	0	1	1	1	2						
Delivery of Cannabis	1	0	0	0	0	0						
Delivery of Cannabis on School Grounds	0	1	0	0	0	0						
Failure to Register as Sex Offender	0	0	0	0	0	1						
Felony Phone Harassment	0	0	0	0	0	1						

2007
**JUVENILE DETENTION CENTER
 MCLEAN COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Hold for Placement	1	0	0	0	0	0	0					
Home Invasion	0	0	0	0	1	0						
Possession of Controlled Substance	0	0	0	1	1	0						
Possession of Controlled Substance w/Intent to Deliver	0	0	0	0	0	1						
Possession of Cannabis on School Grounds	0	1	0	0	0	0						
Request for Apprehension	3	1	3	2	4	2						
Residential Burglary	1	0	1	0	0	1						
Robbery	0	1	0	0	0	0						
Theft Over \$300	1	0	0	0	0	0						
Unlawful Use of Weapon	0	0	0	0	1	0						
Residents of Minors Detained												
Bloomington	0	6	5	5	12	13						
Normal	1	2	4	5	4	2						
Alton	0	0	0	0	0	1						
Chenoa	1	0	0	0	0	0						
Chicago	0	0	1	0	0	0						
Danvers	0	0	1	0	0	0						
Decatur	1	0	0	0	0	0						
Downs	1	0	0	0	0	0						
Gridley	0	0	1	0	0	0						
Harvey	0	0	0	0	0	1						
Joliet	0	0	0	0	0	1						
Lexington	1	0	0	0	0	0						
Palos Hills	0	0	0	0	1	0						
Towanda	1	0	0	0	0	0						
Saybrook	0	0	0	2	0	0						
Stanford	0	1	0	0	0	0						
Oregon	0	0	0	0	0	1						
Average Daily Population	11.6	6.3	6.4	4.9	5.7	12.7						
Average Daily Population:YTD	11.6	9	8.1	7.3	7	7.9						

2007
JUVENILE DETENTION CENTER
MCLEAN COUNTY

Number of Days in Detention	360	176	198	148	177	380												
Revenue:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

2007
 Juvenile Detention Center
 Out of County

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ages of Minors Detained												
10	0	0	0	0	0	0	0					
11	0	0	0	1	0	0	0					
12	0	0	0	0	0	1	1					
13	1	0	0	1	1	1	0					
14	4	8	3	3	4	2	2					
15	8	2	5	5	6	14	2					
16	8	10	13	10	10	7						
Sex of Minors Detained												
Male	18	15	23	17	22	12						
Female	3	5	0	4	6	0						
Race of Minors Detained												
Caucasian	15	18	21	18	21	10						
African-American	5	1	1	2	3	1						
Hispanic	1	1	1	1	4	1						
Offenses of Which Minor was Detained												
Dispositional Detention	8	12	17	8	13	9						
Warrant	4	4	1	2	7	1						
Aggravated Assault	0	1	0	0	0	0						
Aggravated Battery	0	0	0	2	0	0						
Aggravated Battery to Senior Citizen	0	0	0	0	0	1						
Aggravated Possession of Stolen Firearm	0	1	0	0	0	0						
Burglary	1	0	0	2	0	0						
Court Ordered	1	0	1	1	0	0						
Criminal Damage to Place of Worship	0	0	0	1	0	0						
Criminal Damage to Property	1	0	0	1	0	0						
Criminal Trespass to Motor Vehicle	0	0	0	0	0	1						
DOC/DJJ	3	1	3	1	2	1						
Domestic Battery	0	0	0	0	0	1						
Domestic Violence	0	0	1	0	0	0						
Hold for Placement	1	0	0	0	0	0						
Home Confinement Violation	2	0	0	0	0	0						
Possession of Drug Paraphernalia	0	0	0	0	0	1						

2007
 Juvenile Detention Center
 Out of County

Probation Violation	0	1	0	3	2	0													
Residence of Minors Detained																			
Bureau	0	0	0	1	4	0													
Clark	0	0	0	0	1	0													
DeWitt	2	0	0	1	0	2													
DOC	0	1	0	0	0	0													
Livingston	8	5	7	4	7	1													
Logan	6	13	15	12	10	2													
Mason	1	0	0	1	1	0													
Morgan	0	0	0	0	0	1													
Peoria	0	0	0	1	0	0													
Platt	0	0	0	0	1	0													
Tazewell	0	0	0	0	3	5													
Woodford	4	1	1	1	1	1													
Average Daily Population	8.6	9.3	8.1	9.3	11	8.9													
Average Daily Population:YTD	8.6	9	8.7	8.8	9.3	9.2													
Number of Days in Detention	268	259	251	279	342	268													
Revenue:	20750	19940	18340	21850	28660	21470													

CONTRACT

This Contract, entered into this 7th day of August, 2007 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and David N. Rumley, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. David N. Rumley is hereby appointed a Special Public Defender for McLean County by Amy Johnson Davis, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$2,483.88 per month.

The Special Public Defender agrees to:

1. David N. Rumley shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month, except that no murder cases shall be assigned. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed 35 cases during the contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on August 7, 2007 and terminate on December 31, 2007.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

4. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

5. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

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

7. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

8. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

9. This contract may not be assigned by either party without the prior written consent of the other party.

10. This contract may be terminated for any of the following reasons:

(a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.

(b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Ms. Amy Johnson Davis
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Mr. John M. Zeunik
County Administrator
Law & Justice Center, Room 701
104 West Front Street
Bloomington, Illinois 61702-2400

For the Attorney:

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

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

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

13. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

14. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the ____ day of August, 2007.

APPROVED:

David N. Rumley
Attorney at Law

Amy Johnson Davis
McLean County Public Defender

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

August 6, 2007

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

Re: Monthly Caseload - MONTH ENDING June 30, 2007

Dear Committee Members:

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

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

CASE TYPES	MONTHLY TOTALS 2006	MONTHLY TOTALS 2007	YTD TOTALS 2006	YTD TOTALS 2007	% CHANGE YTD
FELONIES	85	98	488	551	11%
MISDEMEANORS	103	131	534	682	22%
DUI	26	24	138	139	1%
TRAFFIC	59	78	347	441	21%
JUVENILE	14	17	107	117	9%
(DELINQUENT)	6	8	59	46	<28%>
(ABUSE/NEGLECT)	8	9	48	71	32%
MENTAL HEALTH CASES	2	9	15	42	64%
Involuntary Commitment	2	9	15	39	62%
Medication Compliance Orders	0	0	0	3	300%
POST-CONVICTION & SVPCA CASES	0	1	2	3	33%
TOTAL	289	358	1631	1975	17%

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING May 31, 2007**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	RON LEWIS	12	73	2
F	JAMES TUSEK	12	72	6
F	CARLA HARVEY	13	77	3
F	BRIAN MCELDFOWNEY	12	72	6
F	JOHN WRIGHT-C	8	41	N/A
F	TERRY DODDS-C	7	44	N/A
F	JASON CHAMBERS-C	7	39	N/A
F	JON MCPHEE	12	61	0
M	JON MCPHEE	32	173	5
F	KELLY HARMS	8	16	1
M	KELLY HARMS	49	287	3
F	MATTHEW KOETTERS	0	26	0
CM	MATTHEW KOETTERS	50	202	1
F	CHRISTOPHER NOLAN	1	0	0
DUI	CHRISTOPHER NOLAN	12	72	0
TR	CHRISTOPHER NOLAN	40	214	0
DUI	AMY RUIPER	12	68	0
TR	AMY RUIPER	38	225	0
JD	ART FELDMAN	8	52	4
JA	KELLY STACEY	6	48	N/A
JA	ROB KEIR	5	52	N/A
JA	ALAN NOVICK-C	0	3	N/A
PC/SVP	KEITH DAVIS-C	1	3	N/A
PVT	PRIVATE COUNSEL	15	136	N/A
W/D	WITHDRAWN	1	9	N/A

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

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

DUI= DUI

TR= Traffic

M= Misdemeanor

August 6, 2007

TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

June 2007 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	37	47	46
PLEA / LESSER	15	0	2
BENCH TRIAL / WIN	0	1	1
BENCH TRIAL / LOSS	0	0	0
JURY TRIAL / WIN	1	1	0
JURY TRIAL / LOSS	3	0	0
DISMISSED / UPFRONT	0	2	3
DISMISSED / TRIAL	3	10	0
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	2	6	3
PRIVATE COUNSEL	2	7	6
PLEA / BLIND	2	1	0
REFILED AS FELONY	0	0	0
WITHDRAWN	0	1	0
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	0	2	N/A

July 12, 2007

Mr. Tari Renner
Chair, Justice Committee
McLean County Board
115 East Washington Street
Bloomington, IL 61702-2400

Jane Randel
President
Liz Claiborne Inc.

Anne C. Crews
Vice President
Mary Kay Inc.

Beth Johnson
Secretary/Treasurer
State Farm Insurance Companies

Joanne Colucci, CPP
Immediate Past President
American Express Company

Marianne Balin
Kaiser Permanente

Dede Thompson Bartlett
Chair, Advisory Board
National Domestic Violence Hotline

Linda Condit (Retired)
Pennzoil-Quaker State

Mary Anne Dermier
Eastman Kodak Company

Victoria V. Dickson, CRNP, MSN
CIGNA

Gwendolyn Puryear Keita, Ph.D.
American Psychological Association

Robert Kieckhefer
Health Care Service Corporation

Justice James A. Knecht
Appellate Court of Illinois

Debra Lewis
Verizon Wireless

Hank Linden
Longview Associates, LLC

Cheryl L. Snyder
Park National Bank

Michael Zorn
Federated Department Stores, Inc.

Dear Mr. Renner and Members of the Justice Committee:

October is National Domestic Violence Awareness Month and local community agencies, employers (including McLean County), community law enforcement agencies and many others will host events to promote awareness that domestic violence is an issue in McLean County, and is indeed, everybody's business.

However, domestic violence is an issue that frankly, is difficult for people to discuss. That is why Tuesday, September 25, 2007 has been declared "It's Time to Talk Day" throughout the United States. In workplaces, schools, homes, and other venues across the country, people will be urged to take a moment to talk about this issue that affects the lives of so many. This "Day" is a lead into October as "Domestic Violence Awareness Month."

This is the fourth year McLean County will participate in "It's Time to Talk Day." For the past two years, we have been fortunate and thankful to receive resolutions declaring "It's Time to Talk Day" from the McLean County Board and we hope you will graciously consider our request again. Note that this year we are asking you to consider a resolution that includes both "It's Time to Talk Day" and "Domestic Violence Awareness Month" and we are asking the City of Bloomington, Town of Normal, Illinois State University, Illinois Wesleyan University, Heartland Community College and Lincoln College to do likewise.

Attached is a draft resolution and we would be honored if the Justice Committee would take it under consideration to present to the County Board Chair for signature. Either Susan Johnson or I will be present at the August 6, 2007 meeting to answer any questions you may have.

Thank you in advance for your kind consideration of this request.

Sincerely,

Kimberly K. Wells
Executive Director

Attachment

It's everybody's business.

RESOLUTION of the McLEAN COUNTY BOARD PROCLAIMING
TUESDAY, SEPTEMBER 25, 2007 AS
"IT'S TIME TO TALK DAY" AND
THE MONTH OF OCTOBER 2007 AS
"DOMESTIC VIOLENCE AWARENESS MONTH" in McLEAN COUNTY

WHEREAS, domestic violence affects women, men and children of all racial, social, religious, ethnic, and economic groups in McLean County; and,

WHEREAS, domestic violence is one of the most pervasive problems in our society; and

WHEREAS, open discussion is the first step in promoting healthy relationships and overcoming domestic violence; and,

WHEREAS, Liz Claiborne Inc. and partners have established "*It's Time to Talk Day*" on September 25, 2007; and the month of October is established each year nationally as "*Domestic Violence Awareness Month*"; and

WHEREAS, around the country, media personalities, government officials, domestic violence advocates, businesses, and the public-at-large will be taking a moment to talk openly about an issue that affects every aspect of a community's safety and wellness; and

WHEREAS, the McLean County Chapter of the Corporate Alliance to End Partner Violence and Radio Bloomington are co-sponsoring "*It's Time to Talk Day*" activities to raise awareness throughout local communities as a lead into October as "*Domestic Violence Awareness Month*";

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

- (1) The McLean County Board hereby proclaims Tuesday, September 25, 2007 as "*It's Time to Talk Day*" in McLean County, and the month of October as "*Domestic Violence Awareness Month*" in McLean County.
- (2) The McLean County Board hereby urges all County residents to take a moment to talk to their children about healthy relationships, to remind those in abusive relationships that they are not alone and that help is available, and to encourage the development of domestic violence policies in the workplace.
- (3) The McLean County Board hereby further directs the County Clerk to forward a certified copy of this Proclamation to the McLean County Chapter of the Corporate Alliance to End Partner Violence, the Risk Manager, the County Clerk, and the County Administrator.

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

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

<u>Requesting Agency or Department:</u> <i>State's Attorneys Office</i>	<u>This request is for:</u> <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant
<u>Grantor:</u> <i>Office of the Illinois Attorney General</i>	<u>Grant Type:</u> <input type="checkbox"/> Federal, CFDA #: <input checked="" type="checkbox"/> State <input type="checkbox"/> Other
<u>Anticipated Grant Amount:</u> \$ 27,000.00	<u>Grant Funding Method:</u> <input checked="" type="checkbox"/> Reimbursement <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: <i>October 2007</i>
<u>Anticipated Match Amount (if applicable):</u> \$	<u>Source of Matching Funds (if applicable):</u>

Personnel and Information

<u>New personnel will be hired:</u> <input type="checkbox"/> Yes (complete chart below) <input checked="" type="checkbox"/> No	<u>A new hire will be responsible for financial reporting:</u> <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

<u>New Personnel Expense Chart</u>	Current FY	Current FY+1	Current FY+2
Number of Employees:			
Personnel Cost	\$	\$	\$
Fringe Benefit Cost	\$	\$	\$
Total Cost	\$	\$	\$

Additional Costs and Requirements (if applicable)

<u>Description of equipment to be purchased:</u>	<u>Description of subcontracting costs:</u>		

<u>Additional Costs Chart</u>	Current FY	Current FY+1	Current FY+2
Subcontractors	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
Total Cost	\$	\$	\$

Other requirements or obligations: (increased workload, continuation of program after grant period, etc)

Responsible Personnel for Grant Reporting and Oversight:

[Handwritten Signature]

 Department Head Signature

 Grant Administrator Signature (if different)

7-11-07

 Date

 Date



COPY

OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

GRANT AGREEMENT
08-1205

This agreement, made this _____ day of _____, 2007, by and between the State of Illinois represented by the Attorney General of the State of Illinois, hereinafter referred to as Administrator, and McLean County State's Attorney's Office, an Illinois not-for-profit corporation/governmental entity [circle one] hereinafter referred to as Grantee, witnesseth:

WHEREAS, sections 6 and 7 of the Violent Crime Victims Assistance Act (725 ILCS 240/6, 7) authorize the Administrator to designate as victim and witness assistance centers, any public or private nonprofit agencies, and to award grants to such agencies for the establishment and operation of such centers pursuant to the Violent Crime Victims Assistance Act (725 ILCS 240/1 et seq.); and

WHEREAS, the Administrator has promulgated rules to implement the provisions of the Violent Crime Victims Assistance Act including procedures for the designation and funding of victim and witness assistance centers; and

WHEREAS, Grantee has submitted to the Administrator a grant proposal dated February 9, 2007, together with plans and specifications for the development and operation of a victim and witness assistance center in the county(ies) of McLean, State of Illinois; and

WHEREAS, the grant proposal is acceptable to the Administrator and appears to comport with the standards, procedures, and objectives of the Violent Crime Victims Assistance Act and the rules implementing said Act; and

WHEREAS, the Administrator desires that Grantee perform services as hereinafter set forth in accordance with the terms and conditions hereinafter provided;

NOW, THEREFORE, pursuant to and for the purpose of carrying out the provisions of the Violent Crime Victims Assistance Act, and in consideration of Grantee's representations contained in its grant proposal dated February 9, 2007, and of the benefits to accrue to the People of the State of Illinois from the accomplishment of the project detailed in said grant proposal, the parties hereto mutually promise and agree as follows:

1. TERM. The term of this Agreement is for a period of twelve (12)

months, commencing July 1 , 2007, and ending June 30 , 2008, unless sooner terminated as herein provided.

2. PROVISION OF SERVICES AND GRANT ADMINISTRATION. Grantee agrees as follows:
 - (a) Grantee shall operate a program in accordance with "Program Description B" and "Clients Served C" of the application submitted to the Administrator;
 - (b) Grantee shall utilize \$20,000.00 of the grant funds to supplement the salary of the full-time Misdemeanor/Juvenile Coordinator and \$7,000.00 to supplement the salary of the full-time Felony Victim Assistant to provide direct services to victims of crime;
 - (c) Grantee shall network with community groups, social service agencies, and law enforcement organizations that provide additional services for crime victims. Grantee shall refer victims to these agencies whenever the victim's needs can more appropriately be met;
 - (d) Grantee shall have funded staff complete at least one Administrator-sponsored training during the term of the grant when available.
 - (e) Grantee shall maintain an accounting system acceptable to the Administrator for the implementation and maintenance of the services to be provided under this Agreement;
 - (f) Grantee shall submit to the Administrator financial and activity reports each quarter covering the previous three (3) month period. Such reports shall be on forms specified by the Administrator. All reporting forms must be received by the Administrator no later than fifteen (15) days following the end of the reporting period. Such reports shall detail clients served, services provided, expenditures, and revisions, if any, of timetables and activities to reflect the current program status and future activity. Failure to comply within said 15 day period may result in the delay of award installments or termination of this Agreement. In addition to such reports, Grantee agrees to render to the Administrator, upon the demand of the Administrator, a complete and satisfactory accounting of any and all monies granted to Grantee pursuant to this Agreement;
 - (g) Grantee shall provide information regarding the Illinois Crime Victims Compensation program to all clients who have been victims of violent crime. To that end, Grantee shall maintain a supply of current materials, including, but not limited to, Crime Victims Compensation applications and Instruction Sheets, Crime Victims Compensation brochures and Crime Victims Compensation fact sheets. Grantee shall attend Administrator-sponsored trainings regarding the Crime Victims Compensation program as requested by the Administrator. Grantee shall

submit to the Administrator data substantiating Grantee's compliance with this subsection on Grantee's quarterly activity reports.

- (h) Grantee shall permit agents of the Administrator to inspect the financial records of Grantee as they relate to this Agreement;
- (i) Grantee shall permit agents of the Administrator to enter the premises of Grantee to observe the operation of Grantee's program. The Administrator shall give Grantee reasonable notice of intent to enter for purposes of observing, and such observation shall not unreasonably interfere with the conduct of Grantee in the providing of its services;
- (j) Grantees other than State universities shall indemnify and hold the Administrator and the State of Illinois harmless from all claims, suits, judgments, and damages arising from the conduct of Grantee, its agents, and its volunteers in the performance of this Agreement and in the providing of services as described in this Agreement; and
- (k) Grantee shall comply with all laws, statutes, ordinances, rules, and regulations of all federal, State, county, and municipal authorities now in force, or which may hereafter be in force, pertaining to the performance of this Agreement.

3. GRANT AWARD. Administrator agrees to contribute and provide financial support from the Violent Crime Victims Assistance Fund to Grantee in the amount of \$27,000.00. Grantee agrees to use such funds solely for the provision of services as specified in paragraph 2 of this Agreement and strictly in accordance with the project budget, which is attached hereto, marked as "Exhibit A", and by reference incorporated herein, unless Grantee has otherwise modified the program or provision of services, in accordance with paragraph four (4) of this Grant Agreement. Administrator shall complete processing for payment of 25 percent of said grant award within 45 days of the execution of this Grant Agreement. The remaining, unpaid balance of said grant award shall be processed for payment in three (3) equal installments within 30 days after the end of each subsequent calendar quarter, provided that the Grantee has complied with quarterly reporting requirements as required under paragraph 2 of this Grant Agreement, on the condition that sufficient funds have been collected under the Violent Crime Victims Assistance Act and that such funds have been appropriated for the purposes of this Grant Agreement by the General Assembly of the State of Illinois and are available to the Administrator for disbursement for purposes of this Grant Agreement.

4. MODIFICATION OF PROGRAM. Grantee shall not change, modify, revise, alter, amend, or delete any part of the services it has agreed to provide or change, alter, or extend the time constraints for the provision of such services as provided herein unless it shall have first obtained the written consent for such change, modification, revision, alteration, amendment, deletion, or extension from the Administrator. Furthermore, unless Grantee obtains the prior written consent of the Administrator, Grantee shall not do or cause to be done any of the following:

- (a) Incur any expense or financial obligation from the grant award except as authorized by and provided in paragraph 2 and the project budget, which is attached hereto, marked as "Exhibit A," and by reference incorporated herein;
- (b) Incur expenses or financial obligations from such grant award in any line item category of such project budget in excess of the amount provided in such line item category; or
- (c) Transfer any money from one line item category of such project budget to another line item category of such project budget except that a total amount of less than \$1,000 may be transferred within the budget without prior consent if done in accordance with the requirements and restrictions of the applicable Quarterly Report Instructions.

5. PRINTED MATERIAL. Unless otherwise agreed to by both parties of this Agreement, all printed materials paid for, in whole or in part, with funds provided pursuant to this Grant Agreement shall specify within such printed materials the following disclaimer; "Funding for this material provided through the Illinois Violent Crime Victims Assistance Program, administered by Illinois Attorney General. The views and statements expressed herein do not necessarily reflect the views and opinions of the Attorney General or the Illinois Violent Crime Victims Assistance Program."

6. USE AND POSSESSION OF EQUIPMENT. Any and all capital equipment purchased with grant funds awarded under this Grant Agreement or any amendment, modification, or supplement thereto, shall be used exclusively by Grantee to perform the services agreed upon in this Grant Agreement or any amendment, modification, or supplement thereto. If, at any time during the term of this Grant Agreement, Grantee ceases to use such capital equipment to perform the services agreed upon in this Grant Agreement or any amendment, modification, or supplement thereto, Grantee shall immediately deliver and turn over to the Administrator such item or items of capital equipment in the same operating order, repair, condition, and appearance as of the date of purchase, excepting only for reasonable wear and tear and depreciation resulting from the authorized use thereof, and in conjunction therewith. Grantee shall execute and deliver any and all documents necessary to convey marketable title, custody, and possession of such capital equipment to the State of Illinois. After the expiration or earlier termination of this Grant Agreement, if at any time during the useful life of any such capital equipment Grantee ceases to use such capital equipment for a purpose consistent with the purposes of the Violent Crime Victims Assistance Act, as amended, Grantee shall immediately deliver and turn over to the Administrator such item or items of capital equipment, and, in conjunction therewith, Grantee shall execute and deliver any and all documents necessary to convey marketable title, custody, and possession of such capital equipment to the State of Illinois. This section shall survive the expiration or earlier termination of this Grant Agreement or any amendments, modification, or supplement thereto.

As used in this section, capital equipment means items of personal property used for the conduct of Grantee's business or used to enable Grantee to perform the services agreed upon in this Grant Agreement, including, but not necessarily limited to, office

furniture, typewriters, copy machines, computers, appliances, printing machines, and motor vehicles.

7. ASSIGNMENT. Grantee shall make no assignment of this Agreement or of any right accruing under this Agreement or of any monies granted to Grantee pursuant to this Agreement without the written consent of the Administrator.

8. TERMINATION OF AGREEMENT. This Agreement may be terminated and canceled by the Administrator, by giving written notice to Grantee thirty (30) days in advance of such termination and cancellation, delivered by certified mail, return receipt requested, to Grantee as hereinafter provided. In addition, this Agreement shall terminate without notice in case of bankruptcy or insolvency, or dissolution, whether voluntary or involuntary, by Grantee. Furthermore, in the event that the term of this Agreement or any renewal hereof extends into more than one fiscal year of the State of Illinois, it is understood and agreed by the parties hereto that the payment of the grant monies and all other terms and conditions of this Agreement are conditioned upon and subject to termination and cancellation by the Administrator in any year for which the General Assembly fails to make an appropriation to fund Violent Crime Victims Assistance grants. In the event that this Agreement is terminated prior to the expiration date, Grantee shall promptly return to Administrator all unexpended or lapsed funds, as provided in the rules promulgated by the Administrator for the implementation of the Violent Crime Victims Assistance Act, or, in the event such rules do not govern the return of such funds, as instructed in writing by the Administrator.

9. EXPENDITURE OF GRANT FUNDS. All grant funds awarded hereunder shall be expended within the term of this Grant Agreement unless the parties hereto have agreed in writing to do otherwise. In any event, no grant funds awarded hereunder may be made available for expenditure by Grantee for a period longer than two (2) years from the date of this Grant Agreement unless such funds are to be used for reimbursement of costs previously incurred by Grantee. Any grant funds not expended or legally obligated by the end of the term of this Grant Agreement or during the time limitations for the expenditure of grant funds as otherwise set forth herein must be returned to the Administrator within forty-five (45) days after the end of the term of this Grant Agreement or the expiration of the time limitations for the expenditure of grant funds as otherwise set forth herein, whichever applies. This Grant Agreement is subject to the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et seq.), as now or hereafter amended; and all the terms, conditions, and provisions of the Illinois Grant Funds Recovery Act apply to this Grant Agreement and are made a part of this Grant Agreement the same as though they were expressly incorporated and included herein.

10. SEVERABILITY. This Agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other Agreements, oral or otherwise, regarding the subject matter of the Agreement, shall be deemed to exist or bind any party hereto.

11. PERSONNEL. Grantee shall appoint, assign, and commit the following named person or persons to perform the services to be provided by Grantee: Bobbie Jo Smith, Misdemeanor/Juvenile Coordinator and Joan Larson, Felony Victim Assistant.

If for any reason Grantee finds it necessary or desirable to substitute, add, or subtract personnel to perform its services under this Agreement, Grantee shall submit a written notice to Administrator within ten (10) days of the personnel substitution, addition, or subtraction. Such notice must include the name or names of any substituted or additional personnel, together with such person's resume and the reason for such personnel substitution, addition, or subtraction. Any substitutions or additional personnel must meet the qualifications of the written job description on file with the current application.

12. CHARITABLE ORGANIZATION STATUS. Grantee certifies that it is / is not [circle one] a charitable organization subject to Illinois' Charitable Trust Act (760 ILCS 55/1 et seq.) and the Solicitation For Charity Act (225 ILCS 460/0.01 et seq.), and, if subject to either of these Acts, that all appropriate registration materials and annual reports have been filed with the Attorney General's Charitable Trust Bureau.

13. CONFLICT OF INTEREST. Grantee agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflicts of interest (30 ILCS 500/50-13) and the Attorney General's rules relating to ethics (44 Ill. Adm. Code §§1300.5013 through 1300.5035); and all the terms, conditions, and provisions of those sections apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein.

14. DISCRIMINATION.

- (a) The provisions of Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.) are applicable to this contract.
- (b) Grantee hereby agrees to:
 - 1) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
 - 2) Comply with the procedures and requirements of the regulations of the Department of Human Rights concerning equal employment opportunities and affirmative action; and
 - 3) Provide such information, with respect to its employees and applicants for employment, and assistance as the Department of Human Rights may reasonably request. (775 ILCS 5/2-105.)
- (c) The Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.) and the regulations promulgated thereunder (28 C.F.R. Sec. 35.130), hereinafter collectively referred to as the "ADA," prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit, or service. As a condition to this Grant Agreement, Grantee

certifies that services, programs, activities provided under this Grant Agreement are and will continue to be in compliance with the ADA.

15. SEXUAL HARASSMENT POLICIES. Grantee agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department of Human Rights and the Human Rights Commission; and (vii) protection against retaliation as provided by section 6-101 of the Illinois Human Rights Act. (775 ILCS 5/2-105 B(5)(a).)

16. IMMIGRATION REFORM AND CONTROL ACT OF 1986. Grantee hereby certifies that, to the extent applicable to this Agreement, Grantee has complied with the provisions and requirements of the Immigration Reform and Control Act of 1986 (Public Law 99-603, effective November 6, 1986), and that Grantee is not an unauthorized alien as defined in section 274A(h)(3) of the Immigration and Nationality Act.

17. BRIBERY. Grantee hereby certifies that neither it nor any of its authorized agents has been convicted of bribery or attempting to bribe an officer or employee of any federal, State, or local governmental entity in that officer's or employee's official capacity or has made an admission of guilt of such conduct which is a matter of record.

18. FELONY CONVICTION. Grantee certifies that it is not barred from being awarded a contract or subcontract with the State of Illinois or a State agency under Section 50-10 of the Illinois Procurement Code (30 ILCS 500/50-10). Section 50-10 of the Procurement Code prohibits a person or business entity convicted of a felony from doing business with the State of Illinois or any State agency from the date of conviction until five (5) years after the completion of the sentence for such felony, unless the person(s) held responsible by a prosecutorial office for the facts upon which the conviction was based has no involvement with the business.

19. SARBANES-OXLEY ACT. Grantee certifies that it is not barred from being awarded a contract with the State of Illinois or a State agency under Section 50-10.5 of the Illinois Procurement Code (30 ILCS 500/50-10.5). Section 50-10.5 of the Procurement Code prohibits a business from bidding on or entering into a contract with the State if the business or any officer, director, partner, or other managerial agent of the business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 (15 U.S.C. §7201 et seq.) or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5/1 et seq.) for a period of five (5) years prior to the date of the bid or contract. Grantee acknowledges that the Administrator shall declare this contract void if this certification is false.

20. DEBT DELINQUENCY. Grantee certifies that neither it nor any of its affiliates is prohibited from entering into a contract with a State agency by section 50-11 of the Procurement Code (30 ILCS 500/50-11), and acknowledges that the Administrator may declare this contract void if this certification is false. Section 50-11 of the Procurement Code bars any person, or any affiliate of that person, who is delinquent in the payment of debt to

the State from contracting with a State agency, unless that person, or any affiliate of that person, has entered into a deferred payment plan to pay off the debt.

21. USE TAX. Grantee certifies that neither it nor any of its affiliates is prohibited from entering into a contract with a State agency by Section 50-12 of the Illinois Procurement Code (30 ILCS 500/50-12). Section 50-12 of the Procurement Code bars a person, or any affiliate of that person, from entering into a contract with a State agency if the person, or any affiliate of that person, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of Illinois' Use Tax Act (35 ILCS 105/1 et seq.). Grantee acknowledges that the Administrator may declare this contract void if this certification is false.

22. ENVIRONMENTAL PROTECTION ACT. Grantee certifies that it is not barred from being awarded a contract with the Attorney General or the State of Illinois under Section 50-14 of the Illinois Procurement Code (30 ILCS 500/50-14). Section 50-14 of the Procurement Code bars the State from awarding a contract to any person or business found by a court or by the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act. A State agency is barred from awarding a contract to a person or business found to have been in violation for a period of five (5) years from the date of the order containing the finding of violation, unless the person or business can show that no person involved in the violation continues to have any involvement with the business or there is no practicable alternative available to the State. Grantee acknowledges that the Office of the Attorney General may declare this contract void if this certification is false.

23. FORCED LABOR. Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Forced Labor Act (30 ILCS 583/10), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by forced labor, convict labor or indentured labor. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Administrator's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by forced labor, convict labor or indentured labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

24. CHILD LABOR CERTIFICATION. Grantee certifies, in accordance with Section 10 of the State Prohibition of Goods from Child Labor Act (Public Act 94-264, effective July 19, 2005), that none of the equipment, materials or supplies furnished pursuant to the provisions of this contract constitute imported, foreign-made goods which were produced in whole or in part by the labor of a child under the age of 12. Grantee acknowledges that providing a false certification under this Section of the contract may result in: (1) this contract being voided at the Attorney General's option; (2) the Grantee being assessed a penalty of \$1,000 or an amount equal to 20% of the value of the equipment, materials or supplies produced by child labor; and/or (3) the Grantee being suspended from bidding on any State contract for up to 360 days.

25. EDUCATIONAL LOANS. To the extent that the Educational Loan Default Act (5 ILCS 385/1 et seq.) applies hereto, Grantee certifies that it is not in default on an educational loan.

26. BID RIGGING AND BID ROTATING. Grantee certifies that it has not been barred from bidding on this contract as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 33E-4).

27. DUES TO CLUBS WHICH DISCRIMINATE. Grantee certifies that it is not prohibited from selling goods or services to the State of Illinois or from receiving any award or grant from the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

28. INTERNATIONAL ANTI-BOYCOTT. Grantee certifies and agrees that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the United States Export Administration Act of 1979 or the regulations of the United States Department of Commerce promulgated under that Act.

29. DRUG FREE WORKPLACE CERTIFICATION. This Grant Agreement may be subject to the Drug Free Workplace Act (30 ILCS 580/1 et seq.). If it meets the definition of "grantee" under section 2 of the aforementioned Act (30 ILCS 580/2), Grantee certifies and agrees that it will provide a drug free workplace as provided under section 3 of the Drug Free Workplace Act by:

(a) Publishing a statement:

- 1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including cannabis, is prohibited in Grantee's or contractor's workplace;
- 2) Specifying the actions that will be taken against employees for violations of such prohibition; and
- 3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - A) Abide by the terms of the statement; and
 - B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

- 1) The dangers of drug abuse in the workplace;
- 2) Grantee's or contractor's policy of maintaining a drug free workplace;
- 3) Any available drug counseling, rehabilitation, and employee assistance programs; and

- 4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subsection (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

30. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION. Under penalty of perjury, Grantee certifies that 37-6001569 is its correct Federal Taxpayer Identification Number and Grantee is doing business as a [please check one]:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Real Estate Agent |
| <input type="checkbox"/> Sole Proprietorship | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Tax Exempt Organization |
| <input type="checkbox"/> Corporation | (IRC 501(a) only) |
| <input type="checkbox"/> Not-For-Profit Corporation | <input type="checkbox"/> Trust or Estate |
| <input type="checkbox"/> Medical and Health Care Services
Provider Corporation | |

31. NOTICES. All notices required to be served shall be served by certified mail, return receipt requested, duly addressed and postage prepaid. Notices shall be sent to the parties at the addresses given below, unless otherwise instructed:

ADMINISTRATOR:

Attorney General of the State of Illinois
Violent Crime Victims Assistance Act Program
100 West Randolph Street, 13th Floor
Chicago, Illinois 60601

GRANTEE:

McLean County State's Attorney's Office
104 West Front Street, Room 605
Bloomington, Illinois 61701

In all correspondence between the parties hereto with respect to this Grant Agreement, the grant number shall be clearly identified and referred to. The grant number of this Grant Agreement is 08-1205.

32. MAINTENANCE OF RECORDS. Grantee shall maintain, for a minimum of three (3) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or such other auditor as the Administrator or the Auditor General may deem appropriate; and Grantee agrees to cooperate fully with any audit conducted hereunder and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the Administrator for the recovery of any funds paid under the Grant Agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

33. INDEPENDENT CONTRACTOR. Nothing in this Agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this Agreement, Grantee shall act as and shall be deemed at all times to be an independent contractor.

34. MODIFICATION OF AGREEMENT. No alteration, amendment, modification, variation, addition, or deletion of any provision of this Agreement shall be effective unless it is in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands on the day and year first above written.

ADMINISTRATOR:
The State of Illinois represented by the
Attorney General of the State of Illinois


Lisa Madigan

BY: _____
Ann M. Spillane

TITLE: _____
Chief of Staff

DATE: _____

GRANTEE:
McLean County State's Attorney's Office

BY: 

William A. Yoder
Print Name of Signatory

TITLE: State's Attorney of
McLean County

DATE: 7-11-07

FEDERAL EMPLOYER I.D. # 37-6001569

EXHIBIT A
VIOLENT CRIME VICTIMS ASSISTANCE ACT PROGRAM
PROJECT BUDGET

PERSONNEL:

SALARIES	\$27,000.00
BENEFITS	
CONTRACTUAL EMPLOYMENT	
PROFESSIONAL INSURANCE	
OTHER	
TOTAL PERSONNEL	\$27,000.00

OPERATING EXPENSES:

CONTRACTUAL SERVICES	
SUPPLIES	
PRINTING	
OTHER	
TOTAL OPERATING EXPENSES	\$0.00

TRAVEL:

TRAVEL	
TRAINING - ATTENDANCE	
TRAINING - HOSTING	
TOTAL TRAVEL EXPENSES	\$0.00

TOTAL OPERATING EXPENSES	\$27,000.00
--------------------------	-------------

**McLean County State's Attorney's Office
2007 Case Load Report**

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2007 YTD 2006 YTD Total Projected 2007

CRIMINAL

Felony	122	95	118	130	98	96	152									811	733	1,277	1,403
Misdemeanor	186	168	245	273	224	202	255									1553	1301	2,501	2,686
Asset Forfeiture	9	15	6	11	19	13	9									82	104	167	142
Mental Health	27	21	15	17	16	15	17									128	N/A	N/A	221
Family Totals	34	52	68	64	54	38	77									387	422	751	669
Family	20	28	43	45	31	23	49									239	297	534	413
Order of Protection	14	24	25	19	23	15	28									148	125	217	256
Juvenile Totals	26	25	13	28	41	19	45									197	213	384	341
Juvenile	0	0	0	0	0	0	0									0	1	1	0
Juvenile Abuse	15	14	4	17	35	9	21									115	126	245	199
Juvenile Delinquency	11	11	9	11	6	10	24									82	86	138	142
Traffic Totals	2,532	2,447	2,967	3,423	3,100	2,653	3,359									20,481	21,806	36,743	35,429
Traffic	2,459	2,394	2,900	3,344	3,007	2,592	3,291									19,987	21,272	35,836	34,575
DUI Traffic	73	53	67	79	93	61	68									494	534	907	855

CHILD SUPPORT

Paternity cases filed	4	14	10	11	13	5	13									70	103	188	121
Paternity cases established	14	5	10	9	6	3	7									54	44	88	93
Paternities excluded	2	0	6	2	3	4	1									18	14	25	31
Support Orders entered	63	51	61	76	51	59	50									411	863	1,271	711
Modification proceedings filed	4	21	9	25	13	15	30									117	127	212	202
Modification proceedings adjudicated	14	9	18	20	19	13	16									109	53	170	189
Enforcement actions filed	31	31	33	76	38	30	47									286	490	708	495
Enforcement actions adjudicated	92	79	93	94	63	80	71									572	851	1,353	989
Hearings set before Hearing Officer	86	49	114	86	84	84	61									564	605	1,155	976
Orders prepared by Hearing Officer	83	44	102	79	71	71	54									504	514	1,020	872

2007 Projected = (2007 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

July 30, 2007

STATE'S ATTORNEY:

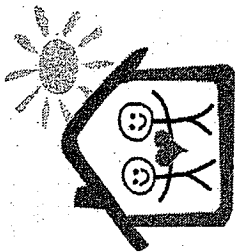
Beginning Balance 01/01/2007	\$ -33,823.07
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>11,815.37</u>
Total Funds Available	\$ -22,007.70
Expenditures	<u>3,534.73</u>
Fund Balance 07/30/07	\$ -25,542.43

SHERIFF:

Beginning Balance 01/01/2007	\$ 21,384.68
Revenue	<u>7,301.00</u>
Total Funds Available	\$ 28,685.68
Expenditures	<u>8,427.00</u>
Fund Balance 07/30/07	\$ 20,258.68

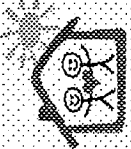
TOTAL FUND BALANCE	July 30, 2007	\$ -5,283.75
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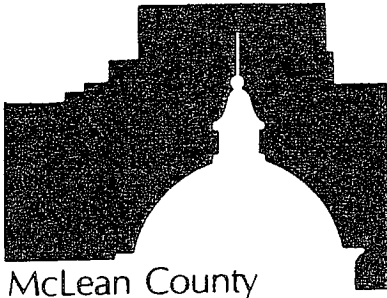
*McLean County Children's Advocacy Center Monthly Statistics,
June, 2007*



	2006 INTERVIEWS VIC/OTHER/TOT	1ST. INTERVIEW 2007 MONTH/YTD	JUV. SUSPECT INTERVIEW 2007	SIB/WITNESS INTERVIEW 2007	2ND INTERVIEW 2007	OUT OF COUNTY INTERVIEW 2007	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	14/6/20	16	2	1	0	3	22	22
FEBRUARY	20/8/28	40/56	2	0	0	0	42	64
MARCH	24/4/28	19/75	1	8	3	1	32	96
APRIL	8/4/12	11/86	0	5	0	2	18	114
MAY	16/14/30	27/113	0	6	0	0	33	147
JUNE	21/11/32	17/130	1	4	1	1	24	171
JULY	29/11/40							
AUGUST	19/9/28							
SEPTEMBER	13/4/17							
OCTOBER	13/2/15							
NOVEMBER	8/5/13							
DECEMBER	15/3/18							
YEAR TO DATE TOTALS	200/81/281	130	6	24	4	7	171	171

CASA Monthly Statistics FY07

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CASA Assignment	Total Children Served	CASAs Assigned	Total Number of Assigned CASAs	Reported CASA Volunteer Hours	CASAs Trained	Reports Filed	Court Hearings Attended
January	6	2	14	136	2	62	276	In progress	6	19
February	2	0	19	138	1	63	312.1	In progress	4	13
March	0	1	24	138	0	63	335.1	In progress	9	17
April	10	5	10	143	6	65	275	8	13	25
May	7	9	9	152	5	64	289.5	0	8	31
June	5	10	7	150	4	61	238	In progress	12	26
July								In progress		
August								2		
September										
October										
November										
December										
YTD Totals	30	27	7	173	18	63	1725.7	10	52	131



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

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

July 27, 2007

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

Dear Chairman Renner:

I would respectfully request that the following (2) two items be placed on the August 6th, 2007 Justice Committee Agenda for Information only.

Information

- 1) **McLean County Detention Facility Population Report:** (Please see attached).

- 2) **Update on designated Eastside Patrol Officer:** Sheriff Emery will give a verbal update on the progress of the new Eastside Patrol Officer.

Sincerely,

Mike Emery
Sheriff

ME:jc

MCDF Average Population
By Month 2006/2007

Month	July	August	Sept	October	Nov	Dec	Jan-07	February	March	April	May	June	Average
Daily Total	223.42	221.39	228.10	241.52	217.60	202.10	222.84	231.14	253.27	241.07	240.34	238.70	230.12
In House	200.42	193.41	201.07	205.68	194.93	186.52	199.90	199.71	207.36	205.57	201.69	205.13	200.12
Female	32.45	29.03	29.70	32.45	26.07	22.32	21.84	23.89	39.86	42.60	44.52	41.30	32.17
Male	190.97	192.35	198.40	209.06	191.53	179.77	201.32	207.36	213.045	201.60	195.86	196.83	198.17
Spec Needs Female	6.74	6.39	6.07	6.29	6.10	5.58	5.26	5.14	5.59	5.87	5.41	6.00	5.87
Spec Needs Male	14.77	14.65	18.10	18.06	14.67	18.48	18.94	15.36	18.23	19.00	18.93	16.47	17.14
Str Sent Female	6.74	6.87	7.70	9.13	8.57	6.03	6.81	7.29	14.05	9.80	12.93	13.87	9.15
Str Sent Male	33.71	39.55	43.93	50.90	47.60	39.55	46.00	44.39	39.86	39.23	39.38	42.87	42.25
Weekender Work Rel Female	1.77	1.81	1.67	4.19	2.17	1.13	2.00	5.32	6.00	6.80	6.38	3.93	3.60
Weekender Work Rel Male	21.97	23.84	32.63	28.45	21.90	19.81	19.58	2.96	22.55	21.47	25.69	20.83	21.81
Other Fac Female	.39	.94	00.00	2.77	.63	00.00	00.00	00.00	4.55	2.93	8.86	6.07	2.26
Other Fac Male	8.10	8.87	3.70	11.06	5.30	00.00	7.10	13.36	23.86	16.80	9.76	13.90	10.15

MCDF Average Population
By Month 2007

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	222.84	231.14	253.27	241.07	240.13	239.28							237.95
In House	199.90	199.71	207.36	205.57	202.06	204.40							203.17
Female	21.84	23.89	39.86	42.60	44.48	40.92							35.60
Male	201.32	207.36	213.05	201.60	195.68	197.68							202.78
Spec Needs Female	5.26	5.14	5.59	5.87	5.39	5.56							5.47
Spec Needs Male	18.94	15.36	18.23	19.00	18.87	16.08							17.75
Str Sent Female	6.81	7.29	14.05	9.80	12.94	13.92							10.80
Str Sent Male	46.00	44.39	39.86	39.23	39.55	43.80							42.14
Weekender Work Rel Female	2.00	5.32	6.00	6.80	6.23	3.92							5.05
Weekender Work Rel Male	19.58	23.96	22.55	21.47	25.45	20.88							22.32
Other Fac Female	0.00	0.00	4.55	2.93	8.71	6.52							3.79
Other Fac Male	7.10	13.36	23.86	16.80	9.39	15.00							14.25

**Office of the Coroner
McLean County
JUN 2007 REPORT**

	JUN 2007	JUN 2006	TYTD 2007	LYTD 2006
<i>Cases</i>	71	61	407	450
<i>Autopsies</i>	8	5	59	36
<i>Out/County Autopsies</i>	21	8	115	81
<i>Inquests</i>	1	1	20	23

JUN TOTAL DEPOSITS

TYTD 2007

<i>Copy Fee</i>	\$	300.00	\$	2911.00
<i>Morgue Fee</i>	\$	5,816.00		22,478.09
<i>Reim/Services</i>		0		0
<i>Paid to Facilities Mgt</i>	\$	690.00		4,662.00
<i>Crime Det. Network Grant</i>				1,171.40

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 4 (2 no post)

Medical/Sudden death – 3 (2 no post)

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 6 (1 no post)

OPEN DEATH INVESTIGATIONS

Traffic Crash – 6 Homicide – 0

Medical/Sudden death – 7 Other/Pending – 13

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF JUNE 2007
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
Adoption	33	AD	8	0	11	30	42
Arbitration	249	AR	61	9	45	274	310
Chancery	295	CH	30	0	50	275	260
Dissolution of Marriage	451	D	37	0	39	449	400
Eminent Domain	0	ED	0	0	0	0	2
Family	264	F	47	1	42	270	292
Law => \$50,000 - Jury	313	L	8	0	17	304	290
Law = > \$50,000 - Non-Jury	191	L	8	0	8	191	176
Law = < \$50,000 - Jury	0	LM	0	0	0	0	0
Law = < \$50,000 - Non-Jury	176	LM	100	2	89	189	160
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	11	MH	19	0	19	11	4
Miscellaneous Remedy	159	MR	18	0	23	154	135
Order of Protection	20	OP	24	1	23	22	23
Probate	1,101	P	34	0	33	1,102	1,070
Small Claim	769	SC	286	93	262	886	684
Tax	7	TX	0	0	0	7	6
TOTAL CIVIL	4,039		680	106	661	4,164	3,854

REPORT B
ACTIVITY OF ALL CRIMINAL CASES
DURING THE MONTH OF JUNE 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
CONTEMPT OF COURT	1	C.C.	1	1	0	1	1	1
CRIMINAL FELONY	749	CF	123	123	1	122	751	902
CRIMINAL MISDEMEANOR	928	CM	230	230	6	172	992	885
TOTAL CRIMINAL	1,678		354	354	7	295	1,744	1,788

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF JUNE 2007
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
JUVENILE	6	J	0	0	0	0	6	12
JUVENILE ABUSE & NEGLECT	416	JA	10	10	0	19	407	337
JUVENILE DELINQUENT	94	JD	11	11	10	5	110	97
TOTAL JUVENILE	516		21	21	10	24	523	446

REPORT D
ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
DURING THE MONTH OF JUNE 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
CONSERVATION VIOLATION	11	CV	12	0	7	16	47
DRIVING UNDER THE INFLUENCE	518	DT	73	0	55	536	477
ORDINANCE VIOLATION	956	OV	184	1	247	894	862
TRAFFIC VIOLATION	17,505	TR	3,549	45	4,775	16,324	17,564
TOTALS:	18,990		3,818	46	5,084	17,770	18,950

REPORT NO. E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE MONTH JUNE OF 2007
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
07 TR 6179	03/09/07	06/11/07
06 CM 895	06/01/06	06/12/07
07 CF 90	01/18/07	06/12/07
06 CF 1111	11/02/06	06/13/07
04 L 19	02/02/04	06/13/07
06 CM 2206	11/17/06	06/14/07
06 CM 1612	09/13/06	06/14/07
06 CF 1163	11/20/06	06/14/07
07 CF 169	02/08/07	06/20/07

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
DURING THE MONTH OF JUNE 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

NOLLE	S.O.L.	NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF
		REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2) ****	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
12	0	6	0	6	0	1	96	1	0	122

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

**** 6 transferred to warrant calendar

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
THROUGH THE MONTH OF JUNE 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

MONTH	NOT CONVICTED							CONVICTED				TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL		
						BENCH TRIAL	JURY TRIAL					
JAN	12	0	7	0	0	0	1	79	1	2	102	
FEB	10	0	3	0	0	1	3	67	2	0	86	
MAR	4	0	3	0	0	0	3	74	0	2	86	
APR	16	0	8	0	131	0	1	104	0	5	265	
MAY	11	0	5	0	3	3	0	80	0	1	103	
JUNE	12	0	6	0	6	0	1	96	1	0	122	
JULY	0	0	0	0	0	0	0	0	0	0	0	
AUG	0	0	0	0	0	0	0	0	0	0	0	
SEPT	0	0	0	0	0	0	0	0	0	0	0	
OCT	0	0	0	0	0	0	0	0	0	0	0	
NOV	0	0	0	0	0	0	0	0	0	0	0	
DEC	0	0	0	0	0	0	0	0	0	0	0	
TOTAL	65	0	32	0	140	4	9	500	4	10	764	

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

REPORT G
 SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
 DURING THE MONTH OF JUNE 2007
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

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

TOTAL NUMBER OF CONVICTED FELONIES: 97

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	1	2	6	11	3	15	38
4. PROBATION	0	0	4	7	9	25	45
5. OTHER	0	0	0	1	4	9	14
TOTALS:	1	2	10	19	16	49	97

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF JUNE 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	2	0	0
FAMILY (OP)	21	0	3
CRIMINAL	5	0	6
TOTAL:	28	0	9

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE SECOND QUARTER OF 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
Adoption	36	AD	17	0	23	30	42
Arbitration	253	AR	197	26	202	274	310
Chancery	293	CH	106	0	124	275	260
Dissolution of Marriage	467	D	151	1	170	449	400
Eminent Domain	1	ED	0	0	1	0	2
Family	276	F	99	3	108	270	292
Law => \$50,000 - Jury	311	L	26	0	33	304	290
Law = > \$50,000 - Non-Jury	190	L	20	0	19	191	176
Law = < \$50,000 - Jury	1	LM	0	0	1	0	0
Law = < \$50,000 - Non-Jury	175	LM	293	10	289	189	160
Municipal Corporation	0	MC	0	0	0	0	0
Mental Health	12	MH	51	0	52	11	4
Miscellaneous Remedy	156	MR	88	0	90	154	135
Order of Protection	24	OP	62	1	65	22	23
Probate	1,094	P	62	0	54	1,102	1,070
Small Claim	852	SC	741	120	827	886	684
Tax	7	TX	0	0	0	7	6
TOTAL CIVIL	4,148		1,913	161	2,058	4,164	3,854

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE SECOND QUARTER OF 2007
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
CONTEMPT OF COURT	1	C.C.	3	3	0	3	1	1
CRIMINAL FELONY	899	CF	335	335	7	490	751	902
CRIMINAL MISDEMEANOR	1,193	CM	697	697	37	935	992	885
TOTAL CRIMINAL	2,093		1,035	1,035	44	1,428	1,744	1,788

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE SECOND QUARTER 2007
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
JUVENILE	7	J	0	0	0	1	6	12
JUVENILE ABUSE & NEGLECT	401	JA	63	63	0	57	407	337
JUVENILE DELINQUENT	91	JD	26	26	22	29	110	97
TOTAL JUVENILE	499		89	89	22	87	523	446

REPORT D
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE SECOND QUARTER 2007
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2007	END PENDING 2006
CONSERVATION VIOLATION	12	CV	12	0	8	16	47
DRIVING UNDER THE INFLUENCE	531	DT	234	0	229	536	477
ORDINANCE VIOLATION	895	OV	660	1	662	894	862
TRAFFIC VIOLATION	18,558	TR	11,662	124	14,020	16,324	17,564
TOTALS:	19,996		12,568	125	14,919	17,770	18,950

REPORT NO. E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE SECOND QUARTER OF 2007
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
06 TR 29458	10/25/06	04/09/07
06 DT 469	07/06/06	04/09/07
06 DT 750	10/24/06	04/10/07
05 CF 1237	12/27/05	04/10/07
06 CF 151	02/09/06	04/10/07
06 CF 152	02/09/06	04/10/07
06 DT 803	11/13/06	04/11/07
04 L 87	06/22/04	04/11/07
06 CM 2425	12/21/06	04/11/07
06 DT 674	09/22/06	04/12/07
06 CF 1089	10/30/06	04/12/07
06 CM 2044	10/30/06	04/12/07
06 CF 1158	11/20/06	04/17/07
06 CF 213	02/23/06	04/17/07
06 CF 1055	10/26/06	04/19/07
06 DT 880	12/18/06	05/10/07
07 TR 3970	02/13/07	05/11/07
06 CF 132	02/06/06	05/15/07
06 CF 447	05/03/06	05/16/07
04 L 66	05/06/04	05/18/07
05 CF 481	05/12/05	05/18/07
06 CF 145	02/08/06	05/22/07
06 CF 1234	12/14/06	05/23/07
07 TR 6179	03/09/07	06/11/07
06 CM 895	06/01/06	06/12/07
07 CF 90	01/18/07	06/12/07
06 CF 1111	11/02/06	06/13/07

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

04 L 19	02/02/04	06/13/07
06 CM 2206	11/17/06	06/14/07
06 CM 1612	09/13/06	06/14/07
06 CF 1163	11/20/06	06/14/07
07 CF 169	02/08/07	06/20/07

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
DURING THE SECOND QUARTER OF 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

		NOT CONVICTED					CONVICTED			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER (2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
39	0	19	0	140	3	2	280	1	6	490

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

REPORT G
 SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
 DURING THE SECOND QUARTER OF 2007
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

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

TOTAL NUMBER OF CONVICTED FELONIES: 287

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	1	6	22	27	20	40	116
4. PROBATION	0	0	6	31	28	72	137
5. OTHER	0	0	0	1	14	19	34
TOTALS:	1	6	28	59	62	131	287

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE 2ND QUARTER 2007
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	7	0	0
FAMILY (OP)	46	0	6
CRIMINAL	15	0	17
TOTAL:	68	0	23