

COUNTY OF FAYETTE, ILLINOIS

RESOLUTION NUMBER 2021-08-03-A

A RESOLUTION APPROVING SALARY FOR PUBLIC

DEFENDER

ADOPTED BY THE FAYETTE COUNTY BOARD

OF THE COUNTY OF FAYETTE, ILLINOIS

THIS 3rd DAY OF AUGUST 2021

PUBLISHED BY THE AUTHORITY OF

THE COUNTY BOARD OF FAYETTE COUNTY

THIS 3rd DAY OF AUGUST 2021

ORDINANCE NO. 2021-08-03-A

A RESOLUTION APPROVING SALARY FOR PUBLIC DEFENDER

WHEREAS, Fayette County, Illinois (the "County"), has heretofore been duly organized and is now operating as a county under the provisions of the Illinois Counties Code, and all laws amendatory thereof and supplementary thereto (the "Code"); and

WHEREAS, 55 ILCS 120 / 6.6 was passed removing the prohibition that a State's Attorney would not receive a cost of living raise; and,

WHEREAS, 55 ILCS 5 / 3-4007 requires that a public defender receive at least 90% of a State's Attorney's salary; and,

WHEREAS, the public defender's current salary does not reflect the cost of living raise given to the State's Attorney; and,

WHEREAS, the public defender shall also receive the 2.50% cost of living raise beginning in July of 2021 and his salary shall be \$127,861.37.

NOW THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF FAYETTE COUNTY, ILLINOIS:

SECTION 1. APPROVAL OF RECOMMENDATION.

The County hereby approves the new salary for the Public Defender.

SECTION 2. AUTHORIZATION TO OFFICERS.

The County Board Chairman is authorized, empowered and directed to execute any documents required to certify this schedule. The County Clerk is hereby authorized, empowered and directed to attest the signature of the County Board Chairman on such documents. Upon passage and signing of this Resolution, the County Clerk shall file a certified copy of such executed documents.

SECTION 3. AUTHORIZATION TO OTHERS.

All Officers, Employees and Agents of the County are hereby authorized, empowered, and directed to take any and all actions necessary, appropriate or convenient to effectuate the purposes of this Resolution.

SECTION 4. SEVERABILITY.

If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Resolution.

SECTION 5. REPEALER.

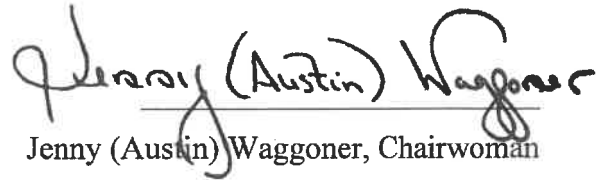
All ordinances, resolutions, or orders, or parts thereof, in conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

APPROVED by the Chairman of the Fayette County Board, Illinois on the 3rd
day of August 2021

Present: 9

Aye: 9

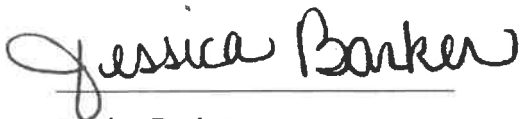
Nay: 0



Jenny (Austin) Waggoner, Chairwoman

Fayette County Board, Illinois

ATTEST:



Jessica Barker

Fayette County Clerk

[SEAL]

COPY

**STATE OF ILLINOIS
FOURTH JUDICIAL CIRCUIT**

**IN THE MATTER OF THE)
APPOINTMENT OF THE)
PUBLIC DEFENDER FOR)
FAYETTE COUNTY, ILLINOIS)**

ADMINISTRATIVE ORDER NO. 2020-6

WHEREAS, the Circuit Judges of the Fourth Judicial Circuit Court have appointed William Starnes III as Public Defender of Fayette County, for the period from July 1, 2020, through June 30, 2022.

WHEREAS, the Chief Judge has administrative authority to establish the terms and conditions under which the Public Defender shall perform his duties of office.

WHEREFORE IT IS ORDERED, that the terms and conditions under which the Public Defender in Fayette County shall perform his duties of office are as follows:

I. DESCRIPTION OF SERVICES

- A) The Public Defender shall represent those individuals who are designated by the Court to receive the service of the Public Defender's Office of Fayette County pursuant to 55 ILCS 5/3-4006. The Public Defender shall be available to represent said individuals at all times that court is in session in Fayette County. Should a conflict of interest in representation of a defendant arise, the Public Defender's Office shall petition the court to withdraw from said representation.

- B) The Public Defender is employed in a full-time capacity and shall not engage in private practice. The Public Defender shall comply with normal office hours when the courthouse is open and as followed by other county employees. It is understood that the Public Defender must investigate cases, perform legal research, visit incarcerated prisoners, and perform other responsibilities of the position that may require work outside the court and, at times, beyond normal office hours. It is understood that the Public Defender will be available at all times required by the court in the exercise of duties.

- C) The Public Defender shall represent those defendants remanded to the Illinois Department of Corrections on their post-conviction petitions pursuant to 725 ILCS 5/122-1, as the Public Defender may be appointed by the court.
- D) As appointed by the court from time to time, the Public Defender shall represent indigent litigants as guardian ad litem in civil proceedings.
- E) The Public Defender shall receive 15 vacation days per year.

II. TERM AND TERMINATION

- A) The term of this Order shall be from July 1, 2020, through June 30, 2022. It is further provided that this Order shall be subject to termination upon cancellation of the appointment by a majority of the Circuit Judges of the Fourth Judicial Circuit with or without cause. Upon termination or cancellation, all rights and duties of the Public Defender and Fayette County under this Order shall cease to exist. The Public Defender shall have the right to terminate his or her appointment upon 60 days notice to both the Chief Judge and the Chairman of the County Board.
- B) The Public Defender must apply for reappointment by written notification to the Chief Judge of the Fourth Judicial Circuit and to the Resident Circuit Judge residing in Fayette County at least 90 days prior to the termination of this Order. In the event the Public Defender is reappointed by the Chief Judge, such renewal shall be for a period of one year.

III. COMPENSATION AND EXPENSES

- A) For the purpose of compensation, the Public Defender of Fayette County shall be considered to be a full-time employee of Fayette County at a salary equal to 90% of the current salary of the Fayette County State's Attorney on the first day of this appointment as set forth in 55 ILCS 5/3-4007. The salary shall be payable in intervals as determined by Fayette County. This salary shall be modified hereafter as is consistent with any modifications in the annual salary of the State's Attorney. This salary is further contingent upon the State of Illinois reimbursing to Fayette County 66 2/3% of this annual Public Defender's salary as also required in said statute. In the event the state does not pay that amount, then the salary of the Public Defender and other terms and conditions of the position shall be renegotiated.
- B) In the event the Public Defender deems it necessary to employ the services of a private investigator, licensed physician, psychologist, psychiatrist, or other expert witness during the course of representation of persons pursuant to the order, the Public Defender must first apply to the Circuit Court for approval of such employment by written motion in said case with copy to the State and can employ such persons only after judicial approval is obtained. After such approval is obtained, the Public Defender

shall not be liable for payment of such services or expenses related directly thereto, but payment, pursuant to submission of a proper bill, voucher and Order of the Circuit Court, shall be made by Fayette County.

- C) Clerical and office expense incurred shall be in accordance with the budget appropriation approved by the Fayette County Board.

IV. OUTSIDE SERVICES

- A) This Order and payment hereunder does not encompass appointments by the Court for representation of defendants remanded to the Illinois Department of Corrections or to a similar correctional institution for the purpose of proceedings of the following nature.
- i. Pursuit of appeal beyond the perfecting of appeal by preparation and filing of Notice of Appeal, Docketing Statement, and related Notices in cases where the State Appellate Defender prosecutes the appeal.
 - ii. Pursuit of any federal remedy of a post-conviction or civil rights nature.
- B) This Order and payment hereunder does not encompass appointments by the Court to represent any defendant charged with a crime for which the death penalty is a possible sentence and for which payment of legal fees may be made by the Capital Litigation Trust Fund.

This appointment is effective July 1, 2020.

ENTER:

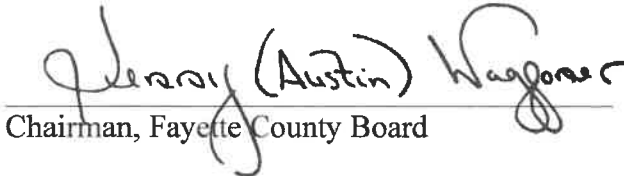


Kimberly G. Koester, Chief Judge
Fourth Judicial Circuit

ACCEPTED:



William Starnes III, Public Defender



Chairman, Fayette County Board

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July 6, 2021

Chris Palme, Sheriff
 Fayette County Jail
 221 South Seventh St.
 Vandalia, Illinois 62471

RE: Continued Health Care Services 2021 - 2022

Dear Sheriff Palme:

As the proud provider of Inmate Health Care Services for Fayette County Jail, Wellpath LLC strives to meet and exceed your expectations regarding the quality of services provided.

The current term of our Agreement ends November 30, 2021, and can be renewed for an additional one-year period. We have prepared the following annual increase and staffing proposal for the upcoming contract year.

Annual Increase

In accordance with section 9.0 of our agreement, we request to extend our agreement term for an additional year, with an increase to the base compensation consistent with the Consumer Price Index ("CPI") for Urban Consumers – US City Average, Medical Care Services, which stands at 1.5%. Application of this CPI increases the base compensation by \$1,247.52 annually.

Proposed Staffing

We request to increase the Licensed Practical Nurse coverage from 10 to 12.5 hours per week (0.3125 FTEs). We currently provide these added hours and wish to include them in our agreement and contractual staffing matrix. This addition increases the compensation by \$5,358.96 annually.

Detailed Staffing Overview				
Position	Hours Change	FTE Change	Shift	Est. Revenue
Licensed Practical Nurse	2.5	0.0625	Day	\$5,359
Total	2.5	0.0625		\$5,359

Staffing and Cost Overview

Application of the 1.5% increase with the proposed staffing additions results in a total compensation amount of \$89,771.40 annually, effective December 1, 2021, through November 30, 2021.

	Monthly	Annually
Base Compensation	\$6,930.41	\$83,164.92
1.5% increase	\$103.96	\$1,247.52
Proposed Staffing (0.0625 FTEs)	\$446.58	\$5,358.96
Total	\$7,480.95	\$89,771.40



The following staffing matrix illustrates the newly proposed staffing.

STAFFING MATRIX		
Position	Hours/Week	FTE
Licensed Practical Nurse	12.5	0.3125
Mental Health Professional	2	0.05
Physician	1	0.025
Total Hours/FTE	15.5	0.3875

We thank you for your consideration and this opportunity to continue providing our services at the Fayette County Jail. We look forward to discussing the information presented above. If the County accepts, please sign this letter in the space provided on the following page and email a signed copy to Stephanie Vardell, Contract Retention Specialist, at sdvardell@wellpath.us.

Should you have any questions, please do not hesitate to contact Synthia Peterson, Regional Director of Operations at 309-256-9449.

Sincerely



Audrey Townsel, PsyD, MHA
 Regional Vice President

Cc: *Kenna DeMay, Operations Manager*
Synthia A. Peterson, MSN, RN, CFN, Regional Director, Operations
Adolfo Cisnero, MPH, CCHP, Senior Director of Contract Retention



If approved, the enclosed rates and staffing matrix will be added to the current Agreement for Inmate Health Care Services via contract amendment. To confirm moving forward, please return a signed copy to Stephanie Vardell, Contract Retention Specialist, at sdvardell@wellpath.us.

Upon receipt of this signed quote, our Legal Department will draft a contract amendment reflecting these changes, and route it to the appropriate individuals for signature.

The terms of this price quote shall expire October 06, 2021, if not accepted prior to that date by Fayette County.

The undersigned is authorized by Fayette County to accept the above terms


Authorized Fayette County Representative

8.11.21
Date Signed


Print Name

County Board Chair
Title

PLEASE NOTE: Final delivery of the contract amendment will be via email. If hard copies with original signatures are required, please indicate the number of copies needed: ____.

