



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Monday, August 1, 2005

5:00 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – July 6, 2005
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Roxanne Castleman, Director, Court Services
 - 1) Items to be Presented for Action:
 - a) Request Approval of a Contract Extension for Logan County's Bed Space at the Juvenile Detention Center 1-6
 - 2) Items to be Presented for Information:
 - a) Court Services Adult/Juvenile Division Statistics, June 2005 7-8
 - b) Juvenile Detention Center – McLean County Statistics, 2005 9-10
 - c) Juvenile Detention Center – Out of County Statistics, 2005 11-12
 - d) General Report
 - e) Other
 - B. Sandy Parker, McLean County Circuit Clerk
 - 1) Items to be Presented for Information:
 - a) Corrected "Report A" May 2005 13
 - b) Statistical Reports, June 2005 14-30
 - c) General Report
 - d) Other

C.	Billie Larkin, Director, Children's Advocacy Center	
	1) <u>Items to be Presented for Information:</u>	
	a) Monthly Statistical Report	31
	b) CASA Report	32
	c) General Report	
	d) Other	
D.	Ed Books, McLean County Rescue Squad	
	1) <u>Items to be Presented for Information:</u>	
	a) General Report	33
	b) Other	
E.	Bill Gamblin, Director, 911 Administration	
	1) <u>Items to be Presented for Information:</u>	
	a) Status Reports, June 2005	34-41
	b) General Report	
	c) Other	
F.	David Owens, McLean County Sheriff	
	1) <u>Items to be Presented for Action:</u>	
	a) Request Approval of the Illinois Justice Information Authority Agreement for Purchase of Livescan Machine	42-85
	b) Request Approval to accept Money from the Edward Byrne Justice Assistance Grant, Application #2005-F5121-IL-DJ	86-101
	c) Request Approval of the Interlocal Agreement between the County of McLean, Illinois and the Town of Normal for the 2005 Byrne Justice Assistance (JAG) Program Award	102-103
	d) Request Approval of the Interlocal Agreement between the County of McLean, Illinois and the City of Bloomington for the 2005 Byrne Justice Assistance (JAG) Program Award	104-105
	2) <u>Items to be Presented for Information:</u>	
	a) McLean County Detention Facility Population Report, July 2005	106-107
	b) Jail Review Committee Information	
	c) General Report	
	d) Other	

- G. Bill Yoder, McLean County State's Attorney
 - 1) Items to be Presented for Information:
 - a) Monthly Caseload Report 108
 - b) Asset Forfeiture Fund Report 109
 - b) Other

- H. Amy Davis, Public Defender
 - 1) Items to be Presented for Information:
 - a) Monthly Caseload Report, June 2005 110-112
 - b) General Report
 - c) Other

- I. Beth C. Kimmerling, McLean County Coroner
 - 1) Items to be Presented for Information:
 - a) Monthly Report, June 2005 113
 - b) General Report
 - c) Other

- 5. Other Business and Communication
- 6. Recommend payment of Bills and Transfers, if any, to the County Board
- 7. Adjournment



COURT SERVICES


Roxanne K. Castleman, Director

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

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman 

CC: Honorable Chief Judge Elizabeth A. Robb
Dave Goldberg

Date: July 20, 2005

RE: Juvenile Detention Bed Space Contract with Logan County

I have attached a contract for lease of space in the McLean County Detention Center, which Logan County is seeking to enter into. This contract guarantees Logan County 150 detention days at the McLean County Juvenile Detention Center at the rate of \$80.00 per day. This contract is identical to the previous two (2) contracts with Logan County, with the exception of the number of days.

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

The Logan County board is to approve this contract at their July board meeting.

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

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

I. PURPOSE

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

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

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

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

WHEREAS, The County of Logan has used all of the detention days provided for in the first and second contracts for the year 2005; and

WHEREAS, The County of Logan is in need of additional detention days; and

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

NOW THEREFORE the County of McLean and The County of Logan agree as follows:

II. PARTIES

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

III. TERMS

One hundred fifty (150) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

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

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$12,000.

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

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

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

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL AND MENTAL HEALTH CARE

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

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

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

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

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

IX. LIABILITY

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

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

Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101; et. seq.).

X. SEVERABILITY

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

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

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

XIII. AMENDMENT OF AGREEMENT

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

XIV. NOTICES

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

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

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

XV. TERMINATION OF AGREEMENT

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

XVI. INTERPRETATION OF THIS AGREEMENT

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

XVII. CONTRACT PERIOD AND RENEWAL

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

APPROVED:

APPROVED:

Logan County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

ATTEST:

Logan County Clerk

McLean County Clerk

Date

Date

June 2005

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

6 Officer Supervision Unit, plus 3 Officer PSI Unit, and 1 Intake Officer

Total Caseload – 996 (1030 last month)

Average caseload per officer 166 (60 AOIC recommendation – 172 last month)

Presentence Reports Completed – 21 (32 last month)

* Total Workload Hours Needed – 1598.50 (1769.00 last month)

** Total Hours Available - 1500.00

* 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 officers working 150 hours each per month).

AOIC workload standards indicate **an additional .16 adult officers are needed.** (1.30 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 142 (149 last month)

Average caseload per officer 35.50 (33 AOIC recommendation)

Social History Reports Completed – 12 (13 last month)

* Total Workload Hours Needed – 576.50 (607.50 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 (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -.16 juvenile officers are needed.** (.05 last month)

EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 35

June 2005

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 53 (54 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 13 (14 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 57 (55 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences - 17 (17 last month)

Total Caseload Informal Probation – 38 (52 last month)

Total Intake Screen Reports – 43 (52 last month)

COMMUNITY SERVICE PROGRAM

1 person unit

Total Caseload Adult - 536 (528 last month)

Total Caseload Juvenile - 67 (71 last month)

Total Hours Completed Adult – 4990.00 (\$26,197.50 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 260.00 (\$1,360.00 Symbolic Restitution \$5.25)

Total Worksites Used – 38 (38 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 117 (114 last month)

Total Court Supervision/Conditional Discharge Caseload – 508 (498 last month)

2005
**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	1	0	0	0	0						
12	1	1	1	0	1	0						
13	1	3	0	0	2	0						
14	4	4	1	4	2	0						
15	2	6	10	10	5	4						
16	8	4	5	7	11	4						
Sex of Minors Detained												
Male	12	14	11	16	17	5						
Female	4	5	6	5	4	3						
Race of Minors Detained												
Caucasian	8	11	7	4	6	3						
African-American	8	8	10	16	15	5						
Hispanic	0	0	0	1	0	0						
Offenses of Which Minor was Detained												
Dispositional Detention	1	8	6	8	9	3						
Warrant	7	4	2	6	3	3						
Aggravated Arson	0	1	0	0	0	0						
Aggravated Battery	0	2	2	0	0	0						
Aggravated Criminal Sexual Assault	0	0	0	0	1	0						
Armed Robbery	0	0	0	0	1	0						
Assault	1	0	0	0	0	0						
Burglary	0	0	1	0	1	0						
Burglary to Motor Vehicle	0	0	0	0	0	1						
DOC Warrant	0	1	0	0	0	0						
Domestic Battery	1	0	2	0	1	0						
Possession of Cannabis	0	0	1	0	0	0						
Possession of Cannabis With Intent to Deliver	1	1	0	0	0	0						
Possession of Cannabis With Intent to Deliver on School Grounds	0	0	0	0	1	0						
Possession of Controlled Substance		1	0	0	0	0						

2005
**JUVENILE DETENTION CENTER
 MCLEAN COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Predatory Aggravated Criminal Sexual Assault	1	0	0	0	0	0						
Request for Apprehension	3	1	2	3	2	1						
Residential Burglary	0	0	0	4	2	0						
Robbery	1	0	0	0	0	0						
Unlawful Use of Weapons	0	0	1	0	0	0						
Residence of Minors Detained												
Bloomington	12	12	10	8	10	4						
Normal	3	3	4	8	7	2						
Chenoa	0	1	0	0	0	0						
Chicago	0	1	0	0	1	0						
Colfax	0	0	0	0	2	0						
Decatur	0	1	0	1	0	0						
Downs	0	0	0	0	0	1						
Fairbury	0	0	1	0	0	0						
Heyworth	1	0	0	1	0	0						
Lexington	0	0	1	0	0	0						
Onarga	0	0	0	1	0	0						
Peoria	0	1	0	1	0	0						
Ransom	0	0	1	0	0	0						
Springfield	0	0	0	1	1	0						
Towanda	0	0	0	0	0	1						
Average Daily Population	8.7	10.9	8.7	9.9	8.8	7.1						
Average Daily Population:YTD	8.7	9.8	9.4	9.6	9.4	9						
Number of Days in Detention	271	305	269	296	272	214						
Revenue:	50	50	50	50	0	50						

2005
JUVENILE DETENTION CENTER
OUT OF COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Felony Theft	0	0	0	2	0	0						
Harassment by Telephone	0	1	0	0	0	0						
Home Confinement Violation	0	0	1	1	0	1						
Mail Tampering	0	0	0	1	0	0						
Motor Vehicle Theft	0	0	0	0	1	0						
Possession of Cannabis	0	0	1	0	0	0						
Possession of Stolen Vehicle	0	0	0	1	0	0						
Probation Violation	0	0	0	2	2	1						
Residential Burglary	0	0	0	0	0	1						
Unlawful Restraint	0	0	0	0	0	1						
Residence of Minors Detained												
Adams	0	0	0	0	1	0						
Bureau	0	0	0	3	1	0						
DOC	0	1	0	0	1	0						
DeWitt	0	0	1	4	0	0						
DuPage	1	0	0	0	0	0						
Ford	0	0	0	0	0	1						
Fulton	0	0	0	0	2	0						
Henry	0	0	0	0	1	0						
Livingston	4	8	9	6	7	1						
Logan	4	11	4	18	4	5						
Mercer	0	1	0	0	0	0						
Putnam	0	1	0	0	0	0						
Rock Island	1	1	0	2	0	0						
Tazewell	0	1	3	5	8	7						
Whiteside	0	0	0	0	0	1						
Winnabago	0	1	0	0	0	0						
Woodford	4	1	3	0	3	0						
Average Daily Population	3.5	4	7.1	9.3	13	13						
Average Daily Population:YTD	3.5	3.8	4.9	6	7.4	8.3						
Number of Days in Detention	110	112	221	278	402	391						
Revenue:	7890	7330	16740	22980	35140	35350						

CORRECTED REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF MAY 2005
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
Adoption	34	AD	8	0	11	31	19
Arbitration	260	AR	67	8	82	253	263
Chancery	177	CH	33	0	19	191	157
Dissolution of Marriage	454	D	53	0	38	469	569
Eminent Domain	8	ED	0	0	0	8	2
Family	214	F	54	0	40	228	153
Law => \$50,000 - Jury	293	L	10	0	9	294	241
Law => \$50,000 - Non-Jury	144	L	8	0	10	142	129
Law = < \$50,000 - Jury	8	LM	0	0	3	5	10
Law = < \$50,000 - Non-Jury	121	LM	63	5	94	95	137
Municipal Corporation	1	MC	0	0	0	1	1
Mental Health	5	MH	11	0	4	12	10
Miscellaneous Remedy	176	MR	21	0	66	131	149
Order of Protection	16	OP	11	0	10	17	10
Probate	1,079	P	18	0	34	1,063	1,112
Small Claim	459	SC	200	23	277	405	566
Tax	5	TX	0	0	0	5	10
TOTAL CIVIL	3,454		557	36	697	3,350	3,538

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF JUNE 2005
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
Adoption	31	AD	7	0	9	29	21
Arbitration	253	AR	59	8	53	267	214
Chancery	191	CH	34	0	21	204	163
Dissolution of Marriage	469	D	46	1	96	420	552
Eminent Domain	8	ED	0	0	2	6	2
Family	228	F	60	2	55	235	146
Law => \$50,000 - Jury	294	L	11	0	11	294	244
Law => \$50,000 - Non-Jury	142	L	14	0	7	149	132
Law = < \$50,000 - Jury	5	LM	0	0	1	4	11
Law = < \$50,000 - Non-Jury	95	LM	76	2	52	121	131
Municipal Corporation	1	MC	0	0	0	1	1
Mental Health	12	MH	10	0	10	12	11
Miscellaneous Remedy	131	MR	28	0	22	137	160
Order of Protection	17	OP	11	0	16	12	10
Probate	1,063	P	33	0	17	1,079	1,128
Small Claim	405	SC	198	42	191	454	551
Tax	5	TX	0	0	0	5	10
TOTAL CIVIL	3,350		587	55	563	3,429	3,487

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE MONTH OF JUNE 2005
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONTEMPT OF COURT	2	C.C.	3	3	0	1	4	9
CRIMINAL FELONY	926	CF	90	90	0	147	869	769
CRIMINAL MISDEMEANOR	1,084	CM	168	168	0	228	1,024	894
TOTAL CRIMINAL	2,012		261	261	0	376	1,897	1,672

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF JUNE 2005
 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 2005	END PENDING 2004
JUVENILE	22	J	0	0	1	1	22	33
JUVENILE ABUSE & NEGLECT	301	JA	25	25	0	17	309	258
JUVENILE DELINQUENT	105	JD	9	9	4	9	109	110
TOTAL JUVENILE	428		34	34	5	27	440	401

REPORT D
ACTIVITY OF ALL OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
DURING THE MONTH OF JUNE 2005
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONSERVATION VIOLATION	17	CV	8	0	11	14	15
DRIVING UNDER THE INFLUENCE	457	DT	61	0	80	438	453
ORDINANCE VIOLATION	781	OV	183	0	161	803	922
TRAFFIC VIOLATION	14,603	TR	3,418	18	3,371	14,668	15,667
TOTALS:	15,858		3,670	18	3,623	15,923	17,057

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
DURING THE MONTH OF JUNE 2005
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				
22	0	5	3	2	0	1	114	0	0	147		

(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 F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
THROUGH THE MONTH OF APRIL 2005
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				
JAN	4	0	8	0	0	0	1	54	0	0	67
FEB	14	0	5	2	0	0	1	76	0	0	98
MAR	18	0	11	0	1	2	0	74	3	3	112
APR	12	0	11	0	1	0	1	64	2	3	94
MAY	13	0	6	0	0	0	2	46	0	2	69
JUNE	22	0	5	3	2	0	1	114	0	0	147
JULY											
AUG											
SEPT											
OCT											
NOV											
DEC											
TOTAL	83	0	46	5	4	2	6	428	5	8	587

(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 2005
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: 114
(FROM REPORT F)

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	0	1	5	13	9	33	61
4. PROBATION	0	0	2	6	14	24	46
5. OTHER	0	0	0	0	1	6	7
TOTALS:	0	1	7	19	24	63	114

* Conditional Discharge

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF JUNE 2005
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	5	0	0
FAMILY (OP)	6	0	5
CRIMINAL	1	0	8
TOTAL:	12	0	13

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE SECOND QUARTER OF 2005
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
Adoption	31	AD	27	0	29	29	21
Arbitration	277	AR	179	20	209	267	214
Chancery	184	CH	88	0	68	204	163
Dissolution of Marriage	449	D	156	3	188	420	552
Eminent Domain	8	ED	0	0	2	6	2
Family	194	F	150	2	111	235	146
Law => \$50,000 - Jury	290	L	27	0	23	294	244
Law => \$50,000 - Non-Jury	146	L	26	0	23	149	132
Law = < \$50,000 - Jury	8	LM	0	0	4	4	11
Law = < \$50,000 - Non-Jury	154	LM	199	8	240	121	131
Municipal Corporation	1	MC	0	0	0	1	1
Mental Health	8	MH	31	0	27	12	11
Miscellaneous Remedy	157	MR	81	0	101	137	160
Order of Protection	13	OP	31	0	32	12	10
Probate	1,068	P	84	0	73	1,079	1,128
Small Claim	510	SC	599	102	757	454	551
Tax	5	TX	0	0	0	5	10
TOTAL CIVIL	3,503		1,678	135	1,887	3,429	3,487

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE SECOND QUARTER OF 2005
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONTEMPT OF COURT	5	C.C.	4	4	0	5	4	9
CRIMINAL FELONY	861	CF	315	315	3	310	869	769
CRIMINAL MISDEMEANOR	1,029	CM	575	575	0	580	1,024	894
TOTAL CRIMINAL	1,895		894	894	3	895	1,897	1,672

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE 1ST QUARTER 2005
 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 2005	END PENDING 2004
JUVENILE	25	J	6	6	1	10	22	33
JUVENILE ABUSE & NEGLECT	305	JA	56	56	0	52	309	258
JUVENILE DELINQUENT	80	JD	44	44	25	40	109	110
TOTAL JUVENILE	410		106	106	26	102	440	401

REPORT D
 ACTIVITY OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE SECOND QUARTER 2005
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONSERVATION VIOLATION	9	CV	19	0	14	14	15
DRIVING UNDER THE INFLUENCE	493	DT	197	0	252	438	453
ORDINANCE VIOLATION	787	OV	590	0	574	803	922
TRAFFIC VIOLATION	14,926	TR	9,847	68	10,173	14,668	15,667
TOTALS:	16,215		10,653	68	11,013	15,923	17,057

REPORT NO. E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT
IN ALL CATEGORIES
DURING THE SECOND QUARTER OF 2005
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CASE NUMBER	FILING DATE	DATE OF VERDICT
04 OV 1990	11/23/04	04/12/05
02 L 99	06/25/02	04/13/05
03 L 43	03/21/03	04/13/05
04 DT 39	01/15/04	04/14/05
04 CF 441	05/07/04	04/28/05
04 CF 1016	11/08/04	05/05/05
04 CF 480	05/24/04	05/10/05
05 TR 4654	02/24/05	05/10/05
04 DT 499	07/15/04	05/10/05
04 CF 740	08/23/04	05/12/05
05 CF 196	02/22/05	06/08/05
05 CF 274	03/14/05	06/09/05
03 L 111	06/30/03	06/10/05
03 TR 6397	06/21/03	06/13/05
04 CF 368	04/12/04	06/13/05
04 CM 2242	12/13/04	06/14/05
04 DT 730	10/14/04	06/16/05
04 CF 824	09/17/04	06/16/05
01 L 170	10/12/01	06/22/05

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 2005
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				
47		0	22	3	3	0	4	4	224	2	5	310

(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 2005
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: 231
(FROM REPORT F)

FELONY SENTENCE TABLE

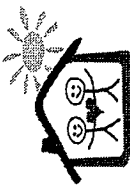
	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	2	10	25	17	65	119
4. PROBATION	0	0	2	11	24	65	102
5. OTHER	0	0	0	0	2	8	10
TOTALS:	0	2	12	36	43	138	231

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE 2ND QUARTER 2005
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	8	0	0
FAMILY (OP)	15	1	12
CRIMINAL	5	2	12
TOTAL:	28	3	24

McLean County Children's Advocacy Center Monthly Statistics

June, 2005

	2004 1ST INTERVIEW MONTH/YTD STATS	1ST. INTERVIEW 2005 MONTH/YTD	JUV. SUSPECT INTERVIEW 2005	SIB/WITNESS INTERVIEW 2005	2ND INTERVIEW 2005	OUT OF COUNTY INTERVIEW	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	13/13	19/19	2	4	0	0	25	25
FEBRUARY	12/25	5/24	0	7	0	5	17	42
MARCH	12/37	19/43	1	5	0	2	27	69
APRIL	15/52	17/60	0	0	3	0	20	89
MAY	15/67	8/68	1	3	0	0	12	101
JUNE	14/81	17/85	0	3	2	2	24	125
JULY	21/102							
AUGUST	18/120							
SEPTEMBER	16/136							
OCTOBER	10/146							
NOVEMBER	12/158							
DECEMBER	20/178							
YEAR TO DATE TOTALS	178	85	4	22	5	9	125	125

CASA Report to Justice Committee
June 2005

12 court hearings attended
7 Reports filed
3 cases closed/discharged involving a total of 5 children
4 cases assigned involving a total of 6 children
64 Active McLean County CASA volunteers, 7 CASAs active Livingston County

Program updates:

Laura Beavers has begun the position vacated by Laura Tuffentsamer effective July 18th 2005. Laura brings a great deal of child maltreatment and court experience having worked for DCFS and The Baby Fold.

On July 13th a CASA open house was held for the CASAs to recognize Amy Benoit, who will be leaving on July 27th to go back to school in a nursing career.

We are in the process of doing some internal reorganization of the CASA program with the goal to have more time available for the casemanagers as we downsize one casemanager. Those changes will not take place probably until September 1, 2005.

LEXINGTON COMMUNITY
FIRE PROTECTION DISTRICT

Phone 309-365-8703
Emergency 911

FAX 309 365 5016
104 PARKWAY
LEXINGTON, IL 61753

DARREL LUSTER, PRESIDENT

DAN TALLON, TREASURER

DAVE DUZAN, SECRETARY

JAMES BERRY, CHIEF

DAN BLEVINS, TRUSTEE

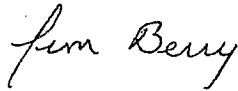
JULY 6, 2005

Mr. Ed Books
McLean County Rescue
2706 Scogin Creek Rd.
Bloomington, IL 61704

Dear Ed

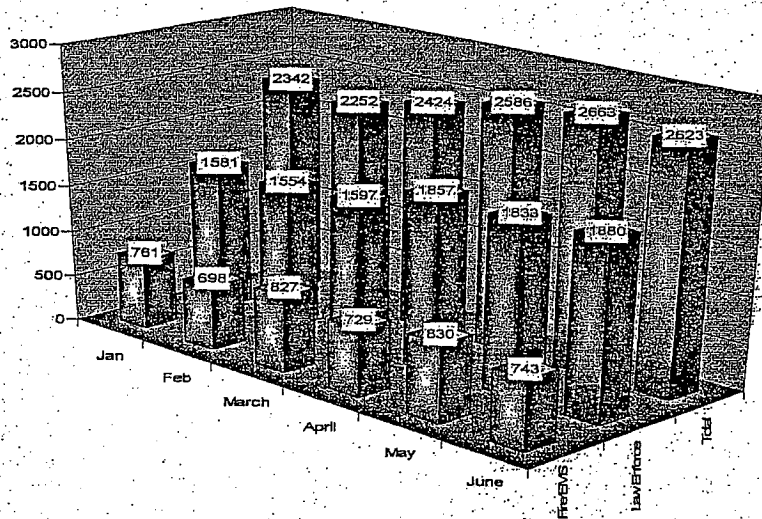
The Lexington Fire Department appreciates the training the county rescue squad provided June 30, 2005. It is always good to receive new training. As in the past when we trained together, the training was conducted in a professional manner and much was learned. It is my hope that the County will see fit to keep the County Rescue Squad funded.

Thanks again

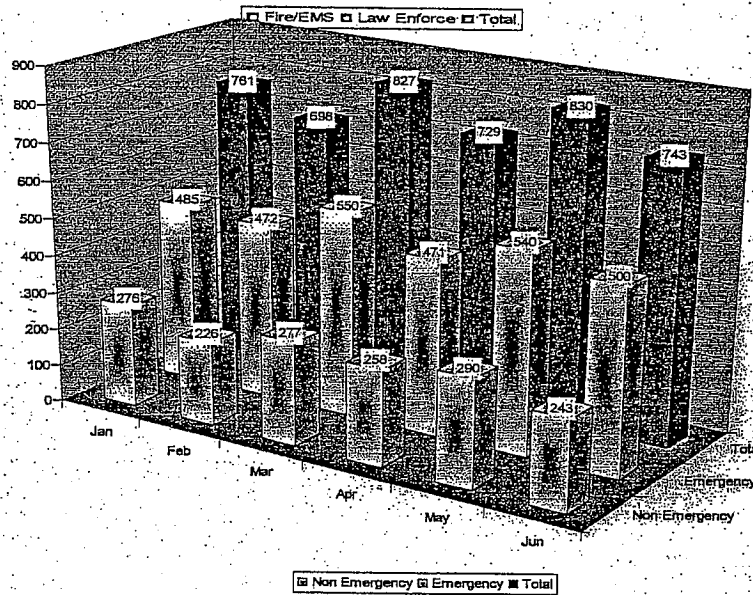


Jim Berry, Chief

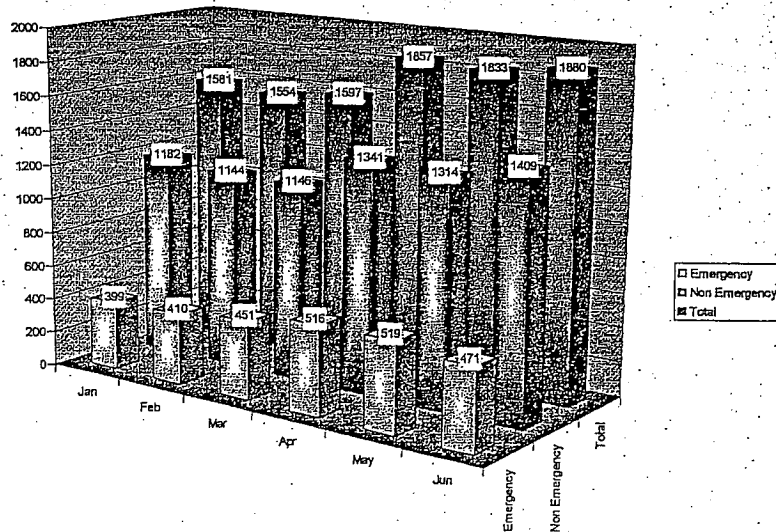
Total CAD Responses for June 2005



CAD Fire Responses for June 2005



Law Enforcement CAD Responses for June 2005



Monthly - Day of Month vs Hour

Report template: Monthly Calls for 911 and Admin Circuits - Day of Month vs Hour
 Analyzing subject type: Position Group entity: All

Jun-2005	00:00:00	01:00:00	02:00:00	03:00:00	04:00:00	05:00:00	06:00:00	07:00:00	08:00:00	09:00:00	10:00:00	11:00:00	Total PM	Total
01-Jun-2005	0	0	0	0	0	0	0	0	0	0	0	0	449	449
02-Jun-2005	20	16	13	8	2	7	16	13	22	21	36	46	348	568
03-Jun-2005	19	20	6	2	7	7	8	11	32	31	34	45	472	694
04-Jun-2005	25	33	30	18	8	10	17	27	20	25	31	30	379	653
05-Jun-2005	28	38	27	28	16	10	10	15	17	25	31	24	382	651
06-Jun-2005	13	16	9	13	12	8	10	16	36	29	28	26	414	630
07-Jun-2005	9	13	7	8	9	13	13	25	23	41	40	36	414	651
08-Jun-2005	14	15	13	8	4	11	12	14	21	32	33	36	383	596
09-Jun-2005	18	22	6	5	6	6	21	38	33	41	18	27	414	655
10-Jun-2005	15	21	20	12	5	7	9	15	20	29	30	26	423	632
11-Jun-2005	31	14	27	7	5	9	14	23	20	32	45	26	361	614
12-Jun-2005	27	25	22	7	16	4	4	8	25	16	24	18	388	584
13-Jun-2005	14	9	5	4	7	6	8	18	19	41	32	41	414	618
14-Jun-2005	12	12	6	8	2	5	12	21	19	14	27	36	348	522
15-Jun-2005	11	9	12	9	7	7	6	17	20	26	30	26	408	588
16-Jun-2005	14	20	20	12	12	2	5	12	12	15	25	23	423	595
17-Jun-2005	18	19	16	7	11	14	14	18	21	21	34	37	445	675
18-Jun-2005	28	27	20	21	10	9	18	12	21	33	33	31	428	691
19-Jun-2005	22	23	18	14	11	6	15	29	46	27	31	33	287	562
20-Jun-2005	10	11	9	5	4	4	12	19	34	48	26	39	401	622
21-Jun-2005	21	12	18	10	8	5	5	19	21	26	5	0	278	428
22-Jun-2005	18	13	17	7	9	4	4	27	34	28	32	28	369	590
23-Jun-2005	17	13	9	10	8	2	13	24	21	28	32	30	385	592
24-Jun-2005	0	0	0	0	0	0	0	0	0	0	0	0	355	355
25-Jun-2005	19	14	12	19	11	18	10	12	28	30	17	49	353	592
26-Jun-2005	20	18	21	23	14	14	11	10	31	25	11	25	354	577
27-Jun-2005	28	22	9	6	12	10	12	27	23	36	32	19	389	625
28-Jun-2005	17	9	10	9	14	3	11	17	23	40	16	30	405	604
29-Jun-2005	19	12	6	10	7	7	11	20	28	24	27	27	353	551
Total	507	476	388	290	237	208	301	507	670	784	760	814	11222	17164

Monthly - Day of Month vs Hour

Report template: Monthly Calls for 911 and Admin Circuits - Day of Month vs Hour
 Analyzing subject type: Position Group entity: All

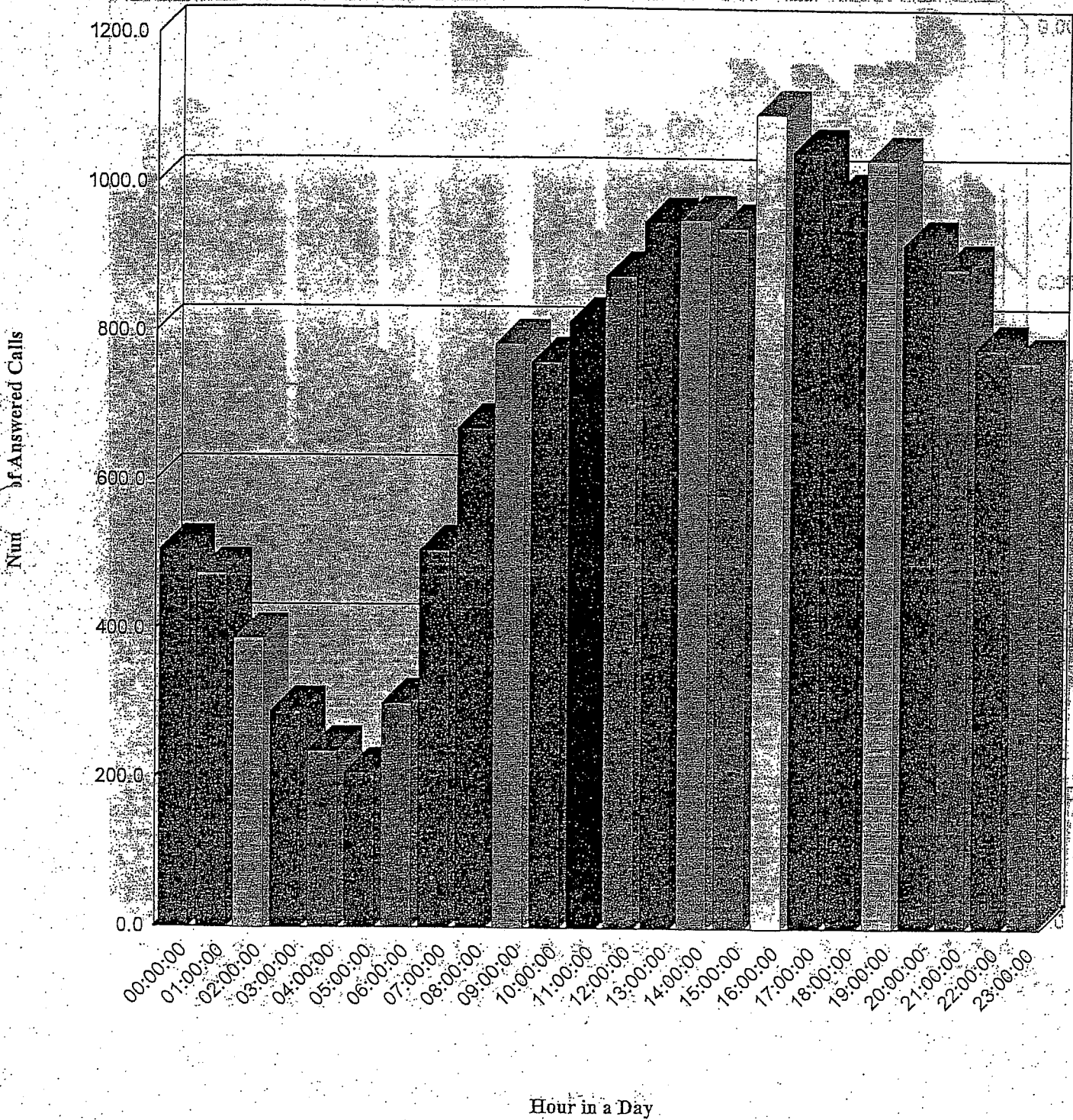
un-2005	12:00:00	13:00:00	14:00:00	15:00:00	16:00:00	17:00:00	18:00:00	19:00:00	20:00:00	21:00:00	22:00:00	23:00:00	Total AM	Total
1-Jun-2005	47	34	41	36	46	40	40	42	36	30	34	23	0	449
2-Jun-2005	27	38	40	36	36	37	29	24	21	19	14	27	220	568
3-Jun-2005	30	43	42	36	38	44	28	55	51	44	31	30	222	694
4-Jun-2005	19	39	28	34	41	25	36	25	27	38	31	36	274	653
5-Jun-2005	49	55	42	31	32	27	17	26	26	23	32	22	269	651
6-Jun-2005	42	40	36	39	33	21	43	37	38	31	35	19	216	630
7-Jun-2005	39	32	38	32	40	31	45	49	32	39	19	18	237	651
8-Jun-2005	30	49	29	39	35	45	25	46	21	23	22	19	213	596
9-Jun-2005	25	27	45	38	33	46	44	40	30	28	25	33	241	655
0-Jun-2005	30	43	30	37	40	36	34	41	38	35	30	29	209	632
1-Jun-2005	27	24	17	32	26	28	22	44	33	26	48	34	253	614
2-Jun-2005	23	18	26	26	28	37	40	44	39	50	32	25	196	584
3-Jun-2005	30	48	41	19	53	23	37	48	41	26	27	21	204	618
4-Jun-2005	28	35	25	32	48	27	27	29	24	25	25	23	174	522
5-Jun-2005	34	45	41	31	43	36	42	38	24	28	23	23	180	588
6-Jun-2005	39	30	35	37	44	55	29	33	32	38	27	24	172	595
7-Jun-2005	28	33	47	33	41	61	45	41	29	26	34	27	230	675
8-Jun-2005	42	29	42	21	29	27	39	39	30	41	39	50	263	691
9-Jun-2005	25	25	33	15	16	37	23	21	26	19	24	23	275	562
0-Jun-2005	30	41	40	40	44	38	37	32	25	39	20	15	221	622
1-Jun-2005	0	0	0	30	43	38	37	35	25	27	19	24	150	428
2-Jun-2005	32	13	33	40	44	31	29	30	36	35	22	24	221	590
3-Jun-2005	32	43	39	28	45	41	22	19	37	25	26	28	207	592
4-Jun-2005	31	27	28	31	32	56	31	24	21	23	26	25	0	355
5-Jun-2005	19	31	26	38	38	28	37	36	27	30	11	32	239	592
6-Jun-2005	17	22	18	32	34	42	31	34	46	24	20	34	223	577
7-Jun-2005	39	33	36	30	41	25	27	40	38	27	33	20	236	625
8-Jun-2005	29	24	27	41	37	34	52	34	37	33	31	26	199	604
9-Jun-2005	33	28	27	27	34	27	35	27	30	36	20	29	198	551
Total	876	949	952	941	1094	1043	983	1033	920	888	780	763	5942	17164

Monthly - Day of Month vs Hour

Report template: Monthly Calls for 911 and Admin Circuits - Day of Month vs Hour
Analyzing subject type: Position Group entity: All

Jun-2005

Total Number of Answered Calls vs Hour in a Day

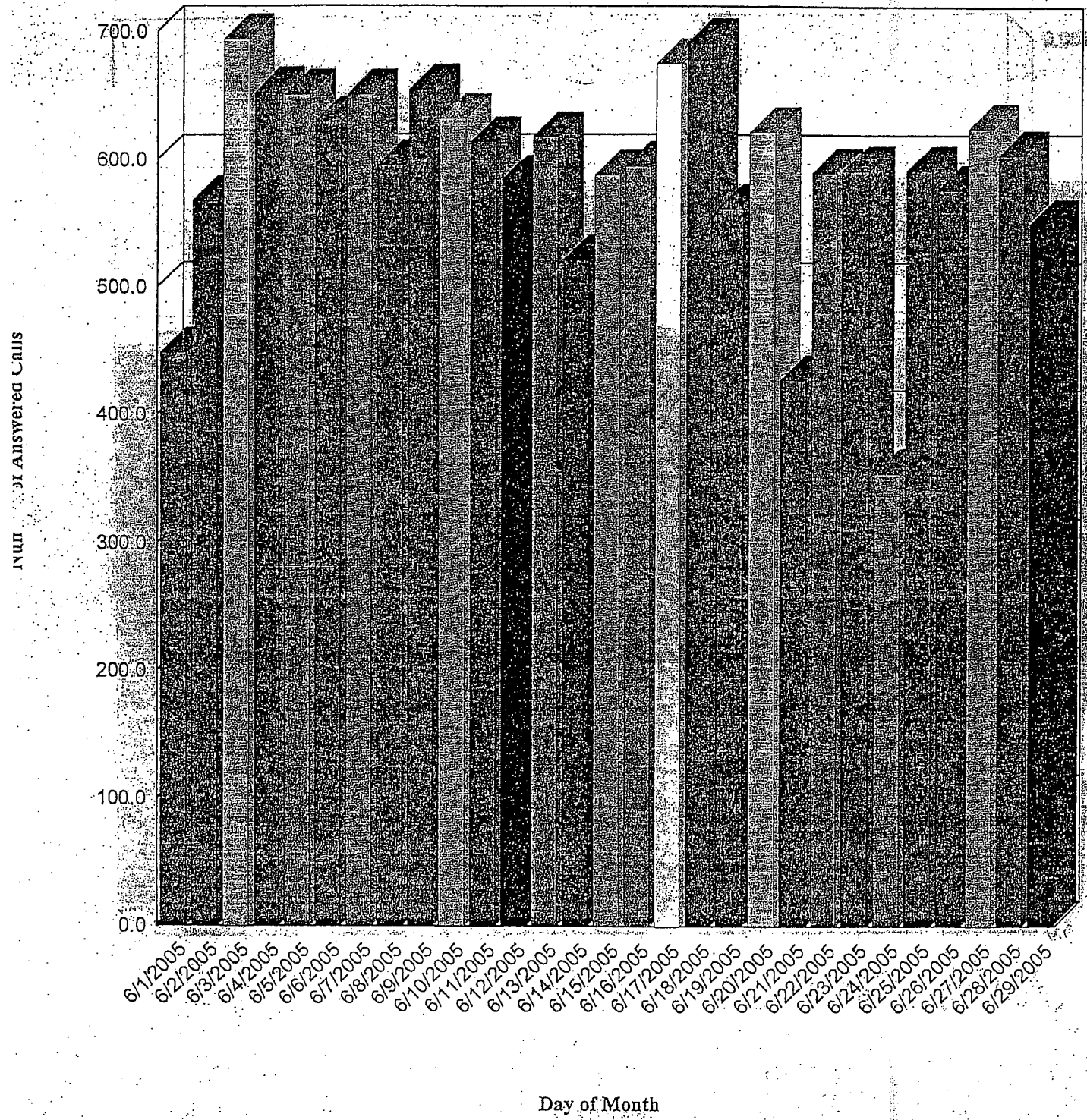


Monthly - Day of Month vs Hour

Report template: Monthly Calls for 911 and Admin Circuits - Day of Month vs Hour
Analyzing subject type: Position Group entity: All

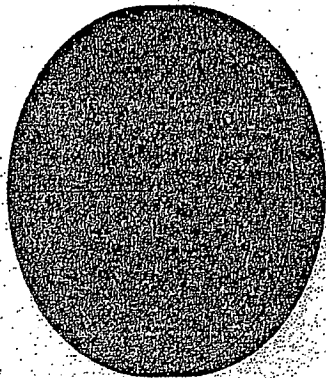
Jun-2005

Total Number of Answered Calls vs Day of Month



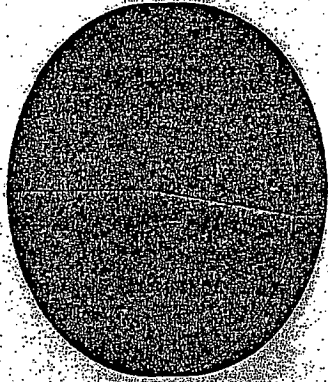
Jun-2005

Call Count



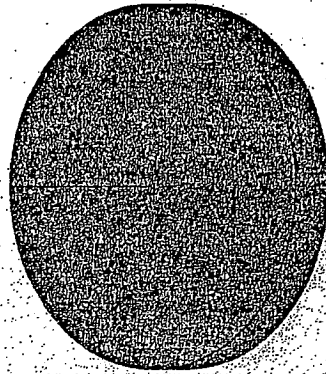
911 Incoming	5541
Adm Incoming	11623
Total	17164

Type of 911 Call Count



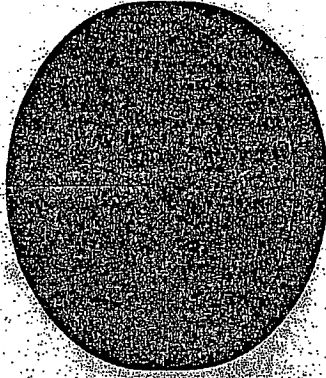
Wireline	2895
Wireless	2646
Total	5541

911 TTY Count



TTY	2
Non TTY	5539
Total	5541

911 Abandoned Call Count



Abandoned	239
Non Abandoned	5302
Total	5541

Incoming Call Types - Daily

Requested period

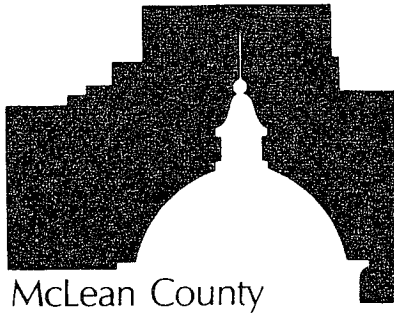
From: 01-Jun-2005 12:00:00
Until: 29-Jun-2005 23:59:59

Report template: DailyIncomingCallTypes
Analyzing subject type: Position Group entity: All

Company
Report run: 18-Jun-2005 19:06:40
Run by operator: My Name
and more info here...

Date	Total	Admin	911	Wireline	Wireless	TTY	Abandoned
01-Jun-2005	449	296 (65.9%)	153 (34.1%)	71 (46.4%)	82 (53.6%)	0 (0.0%)	3 (2.0%)
02-Jun-2005	568	381 (67.1%)	187 (32.9%)	129 (69.0%)	58 (31.0%)	0 (0.0%)	6 (3.2%)
03-Jun-2005	694	467 (67.3%)	227 (32.7%)	134 (59.0%)	93 (41.0%)	0 (0.0%)	10 (4.4%)
04-Jun-2005	653	458 (70.1%)	195 (29.9%)	85 (43.6%)	110 (56.4%)	0 (0.0%)	9 (4.6%)
05-Jun-2005	651	447 (68.7%)	204 (31.3%)	98 (48.0%)	106 (52.0%)	0 (0.0%)	12 (5.9%)
06-Jun-2005	630	423 (67.1%)	207 (32.9%)	95 (45.9%)	112 (54.1%)	0 (0.0%)	13 (6.3%)
07-Jun-2005	651	488 (75.0%)	163 (25.0%)	86 (52.8%)	77 (47.2%)	0 (0.0%)	8 (4.9%)
08-Jun-2005	596	381 (63.9%)	215 (36.1%)	120 (55.8%)	95 (44.2%)	0 (0.0%)	10 (4.7%)
09-Jun-2005	655	446 (68.1%)	209 (31.9%)	103 (49.3%)	106 (50.7%)	0 (0.0%)	5 (2.4%)
10-Jun-2005	632	417 (66.0%)	215 (34.0%)	97 (45.1%)	118 (54.9%)	0 (0.0%)	9 (4.2%)
11-Jun-2005	614	433 (70.5%)	181 (29.5%)	98 (54.1%)	83 (45.9%)	0 (0.0%)	11 (6.1%)
12-Jun-2005	584	413 (70.7%)	171 (29.3%)	97 (56.7%)	74 (43.3%)	0 (0.0%)	10 (5.8%)
13-Jun-2005	618	433 (70.1%)	185 (29.9%)	92 (49.7%)	93 (50.3%)	0 (0.0%)	6 (3.2%)
14-Jun-2005	522	342 (65.5%)	180 (34.5%)	99 (55.0%)	81 (45.0%)	0 (0.0%)	7 (3.9%)
15-Jun-2005	588	409 (69.6%)	179 (30.4%)	94 (52.5%)	85 (47.5%)	0 (0.0%)	6 (3.4%)
16-Jun-2005	595	409 (68.7%)	186 (31.3%)	97 (52.2%)	89 (47.8%)	1 (0.5%)	11 (5.9%)
17-Jun-2005	675	453 (67.1%)	222 (32.9%)	111 (50.0%)	111 (50.0%)	0 (0.0%)	14 (6.3%)
18-Jun-2005	691	465 (67.3%)	226 (32.7%)	111 (49.1%)	115 (50.9%)	1 (0.4%)	13 (5.8%)
19-Jun-2005	562	336 (59.8%)	226 (40.2%)	127 (56.2%)	99 (43.8%)	0 (0.0%)	7 (3.1%)
20-Jun-2005	622	443 (71.2%)	179 (28.8%)	106 (59.2%)	73 (40.8%)	0 (0.0%)	5 (2.8%)
21-Jun-2005	428	302 (70.6%)	126 (29.4%)	70 (55.6%)	56 (44.4%)	0 (0.0%)	4 (3.2%)
22-Jun-2005	590	395 (66.9%)	195 (33.1%)	104 (53.3%)	91 (46.7%)	0 (0.0%)	7 (3.6%)
23-Jun-2005	592	413 (69.8%)	179 (30.2%)	91 (50.8%)	88 (49.2%)	0 (0.0%)	8 (4.5%)
24-Jun-2005	355	241 (67.9%)	114 (32.1%)	54 (47.4%)	60 (52.6%)	0 (0.0%)	6 (5.3%)
25-Jun-2005	592	373 (63.0%)	219 (37.0%)	105 (47.9%)	114 (52.1%)	0 (0.0%)	11 (5.0%)
26-Jun-2005	577	369 (64.0%)	208 (36.0%)	105 (50.5%)	103 (49.5%)	0 (0.0%)	14 (6.7%)
27-Jun-2005	625	430 (68.8%)	195 (31.2%)	100 (51.3%)	95 (48.7%)	0 (0.0%)	4 (2.1%)
28-Jun-2005	604	400 (66.2%)	204 (33.8%)	101 (49.5%)	103 (50.5%)	0 (0.0%)	8 (3.9%)

Date	Total	Admin	911	Wireline	Wireless	TTY	Abandoned
29-Jun-2005	551	360 (65.3%)	191 (34.7%)	115 (60.2%)	176 (39.8%)	0 (0.0%)	2 (1.0%)
Total	17164	11623 (67.7%)	5541 (32.3%)	9895 (52.2%)	2646 (47.8%)	2 (0.0%)	239 (4.3%)



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

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

July 18, 2005

TO: Mr. Tari Renner, Chairman
Justice Committee
FROM: Sheriff David Owens
SUBJ: AUGUST 1ST, 2005 JUSTICE COMMITTEE MEETING

Dear Chairman Renner:

I would respectfully request that the following two items be place on the August 1st, 2005 Justice Committee Agenda for Action and one item for Information only.

Action

- 1) **Illinois Criminal Justice Information Authority Agreement for Purchase of Livescan Machine:** The Livescan machine currently being used in the McLean County Detention Facility will become obsolete as of 12/31/05. A Federal Grant, through the Illinois Criminal Justice Authority, has been approved for McLean County to replace that machine. The total cost for the new Livescan is \$22,678. The Grant will provide 75% of the funds needed, (\$17,008). We will fund the remaining 25%, (5,670).

Assistant States Attorney, Eric Ruud, has read the contract and approves of the contents. I would, therefore, request that the Justice Committee allow us to enter into the contract with ICJIA.

- 2) **Edward Byrne Justice Assistance Grant:** I am requesting approval from the Justice Committee to accept money from the Edward Byrne Justice Assistance Grant and to enter into an agreement with Bloomington and Normal Police Departments to receive the Grant money from the Department of Justice, Justice Assistance Grant. Upon receipt of funding, each entity is to receive \$11,345 if the Grant is approved. Monies received from this Grant will go towards the purchase of tasers for Court Security and Patrol.

Mr. Tari Renner
July 18, 2005
Page 2

Information

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

Chief Derick Love and I both plan to attend this meeting and will be prepared to answer any questions you or members of the Committee may have.

Respectfully,

A handwritten signature in cursive script, appearing to read "David Owens".

David Owens
Sheriff

DO:jc

McLean County has been approved for a Federal grant through the Illinois Criminal Justice Information Authority to replace our current Livescan fingerprint machine and printer. McLean County is one of many counties in the State of Illinois that will benefit from the grants being awarded through the Illinois Criminal Justice Information Authority. The grant will provide 75% of the funds needed to purchase a new Livescan machine and all of the necessary components to make the Livescan unit operational. McLean County has to fund the remaining 25% of the cost. The replacement of the current Livescan system is necessary due to the fact that the current Livescan machine is being rendered obsolete as of December 31, 2005. Identix will no longer offer a maintenance-agreement covering the present machine. The grant will allow McLean County to get the latest technology available for use in Livescan fingerprinting.

There were three vendors that provided quotes for their systems. These were Crossmatch, Motorola Printrak, and Identix. Identix was chosen over the other vendors due to the ongoing relationship with Identix and the fact that our EJS Booking System works well with Identix. We have been on line with Identix Livescan systems since 1997. Our current system went on line in 2001. We are very pleased with our Identix system and we have experienced good support service from Identix when there have been problems.

A contract was mailed from the ICJIA to McLean County that details the grant and its components. I gave this contract to Eric Ruud for his review. He approved the content contained in the document and said it was basic grant language.

The portion of the funds that will be available in the grant from ICJIA amount to \$17,008.00. The McLean County portion is \$5670.00. The McLean County portion will come from the McLean County Jail budget. The remaining funds that were to be used for the current Identix maintenance-agreement from line 0001 0029 0031 0750 0001 will go towards the purchase. This should amount to \$2742.00. \$1520.00 will come from line 0001 0029 0031 0744 0001 that was earmarked for Livescan platens re-coating. Since the re-coating will not be necessary on the old machine these funds will be utilized. The additional \$1408.00 will come from line 0001 0029 0031 0621 0001.

The replacement of the machine should take place in August or September after the check is received from the ICJIA. The Purchase Order will then be sent to Identix for the new machine. The first year of maintenance on the machine will be covered in warranty. This will mean that fewer dollars will be necessary for the purpose in the 2006 budget.



**ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY**

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

Tom Phares, Jail Superintendent
McLean County Sheriff's Office
104 West Front Street
Bloomington IL 61702

RE: Livescan Equipment Agreement # 402414

Enclosed is the original interagency agreement between your office and the Authority for the Livescan grant. Please review the enclosed documents and obtain the necessary signatures on the agreement and attached forms.

- Initial Cash Request
- Fiscal Information Sheet (2 sided)
- Certification Regarding Debarment, etc.
- 2 Equal Employment Opportunity Plan Certifications (1-City, and 1-law enforcement agency)
- 2 Civil Rights Compliance Certifications (1-City, and 1-law enforcement agency)

Return the *entire clipped packet* to me.

After everything is returned I will submit the agreement for our Director's signature. Then you will receive a copy of the signed agreement along with blank forms for reporting requirements. You should receive your check within 6 weeks of our Director's signature.

If you have any questions, contact me by email at jdavis@icjia.state.il.us or (312) 793-0895.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jill Davis".

Jill Davis
Grant Monitor
Federal and State Grants Unit

Enclosures

cc: MF # 402414

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Federal and State Grants Unit

Livescan Equipment Program

Initial Cash Request

Agreement # **402414**

County of McLean on behalf of McLean Sheriff's Office

FEIN #

I am requesting an initial cash request of as permitted in Livescan Equipment Program Interagency Agreement # 402414

This can be signed by the Chief/Sheriff or Program Contact:

Signature

Print Name

Title

Date

For Authority Use Only

Federal funds _____

Approved By _____

Date: _____

FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities.

Please return this form to the attention of your program monitor at the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 S. Riverside Plaza, Chicago, IL 60606. If you have any questions, please call your monitor at (312) 793-8550.

Implementing Agency: County of McLean

Implementing Agency's FEIN#

Agreement # 402414

Program Agency: **McLean County Sheriff's Office**

Program Title: **Livescan Equipment Program**

It is up to you to decide who will be named on this form.

1. Who will be responsible for preparing and submitting fiscal reports?

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____ Fax: _____

Email: _____

2. Who will be responsible for preparing and submitting data/progress reports?

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____ Fax: _____

Email: _____



CIVIL RIGHTS COMPLIANCE CERTIFICATION

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): **McLean County Sheriff's Office**

Address: 104 West Front Street, Bloomington IL 61701

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name 402414 /Livescan Equipment Program

Certification Statement:

I, _____ [Sheriff], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS **HAVE HAD NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS **HAVE HAD FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
 - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

[Signature of Sheriff]

[Title]

[Date]

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of Chairman

Signature of Chairman

Date

County of McLean

115 E. Washington, PO Box 2400

Address of Organization

Bloomington IL 61702

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the grant number and amount, the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding the EEOP.)

COMPLETE ONLY ONE OF THE FOLLOWING SECTIONS, SECTION A OR B

- SECTION A: Some grantees are not required to develop an EEOP. If one or more of the checkboxes in Section A apply to your organization, then your organization is exempt from the EEOP requirement and **IS NOT** required to develop an EEOP. If this is the case, please print the name of the individual authorized to certify to this fact, check the box(es) that apply to your organization and sign the certification.

OR

- SECTION B: If your organization is a covered entity type (state or local **unit of government**, or for-profit entity), has 50 or more employees and receives a single grant of \$25,000 or more, your organization is required to have an EEOP on file that is current and that can be reviewed by outside individuals.
- Print the name of the responsible individual who is certifying that an EEOP is required and on file, the name of the entity and the location/address of the office where the EEOP is on file.
- Sign the certification.
- If an entity receives a single grant of \$500,000 or more, or, over a period of 18 months, receives several grants totaling \$1,000,000 or more, the entity must submit a copy of the EEOP to the Authority. The Authority will then forward the EEOP to the federal Office of Civil Rights for review and approval.

CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under.
- Enter the name of the grantee/organization, the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions regarding civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The entity also needs to certify if it has or has not had any findings of discrimination within the past 5 years.
- Print the name of the responsible official who is certifying to compliance and the name of the entity.
- If your organization has had no findings of discrimination within the past 5 years, please check the first box. If your organization has had any findings of discrimination within the past 5 years, please check the second box. Attach a copy of all findings made within the past 5 years that have not already been submitted to the Authority. **If your organization has already submitted all current findings to the Authority, check the box indicating that; there is no need to resubmit them to the Authority.**
- Sign the certification.

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

(Complete **SECTION A** OR **SECTION B** below, as applicable. Complete **ONLY ONE SECTION.**)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 402414

Federal Grant Award Amount: \$ \$17,008

Grantee/Organization Name (hereafter referred to as the "Entity"): **County of McLean**

Address: 115 E. Washington, PO Box 2400, Bloomington IL 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

I _____ [Chairman] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

ENTITY HAS LESS THAN 50 EMPLOYEES

ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000

ENTITY IS A MEDICAL INSTITUTION

ENTITY IS AN INDIAN TRIBE

ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Chairman]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, _____ [responsible official], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____ [agency/organization name], at _____ [address]

for review by the public and employees, or for review or audit by officials of the Illinois Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of Chairman]

[Print Name and Title]

[Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grantee/Organization Name (hereafter referred to as the "Entity"): **County of McLean**

Address: 115 E. Washington, PO Box 2400, Bloomington IL 61702

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name: 402414/Livescan Equipment Program

Certification Statement:

I, _____ [Chairman], certify to the following statements:

- Entity is in compliance with all applicable local, state and federal civil rights laws, regulations and guidelines, including but not limited to those listed in the Interagency Agreement(s)/Contract(s) in effect for the grant(s) and contract(s) listed above.
- No person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this grant(s)/contract(s) on the basis of race, color, age, religion, national origin, disability, or sex.
- Entity is in compliance with the following federal guidance materials regarding the provision of meaningful access to services and programs to persons with limited English proficiency (LEP): Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

(Additional information regarding LEP requirements may be found at: <http://www.ojp.usdoj.gov/ocr/lep.htm>)

In addition, I certify that in the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Entity, or any subgrantee or contractor of the Entity, the Entity will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

Check the following item(s) that apply:

- THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS **HAVE HAD NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS
- THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS **HAVE HAD FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS (You **MUST** attach a copy of all finding(s) made within the past 5 years that have not yet been submitted to the Authority)
 - All current findings have already been submitted to the Authority; no additional findings have been made and no additional findings are attached

[Signature of Chairman]

[Title]

[Date]

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

(Complete SECTION A OR SECTION B below, as applicable. Complete ONLY ONE SECTION.)

Grant Program (circle applicable federal grant program):

ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: 402414

Federal Grant Award Amount: \$17,008

Grantee/Organization Name (hereafter referred to as the "Entity"): **McLean County Sheriff's Office**

Address: 104 West Front Street, Bloomingdale IL Bloomingdale

Contact Person:

Telephone #:

Fax #:

E-mail address:

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

I _____ [Sheriff] CERTIFY THAT THE FUNDED ENTITY IS NOT REQUIRED TO PREPARE AN EEOP FOR THE REASON(S) CHECKED BELOW, PURSUANT TO 28 CFR 42.302.

Check all of the following that apply:

ENTITY HAS LESS THAN 50 EMPLOYEES

ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000

ENTITY IS AN INDIAN TRIBE

ENTITY IS A MEDICAL INSTITUTION

ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Sheriff]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

(For information regarding EEOP development, see: <http://www.ojp.usdoj.gov/ocr/eeop.htm>)

Certification Statement (For Entities with 50 or more employees that receive a single grant or award of \$25,000 or more):

I, _____ [Sheriff], certify that the Entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that was signed into effect within the past two years by the proper authority and that it is available for review. The EEOP is on file in the office of _____

_____ [agency/organization name], at _____

_____ [address] for review by the public and employees, or for review or audit by officials of the Illinois

Criminal Justice Information Authority or the U.S. Department of Justice, Office of Justice Programs, Office of Civil Rights as required by relevant laws and regulations.

In addition to the above requirements, if Entity receives \$500,000 or more through a single grant, or \$1,000,000 or more in aggregate grant funds in an 18-month period, Entity shall submit a copy of its Equal Employment Opportunity Plan to the Authority. The Authority shall forward the Equal Employment Opportunity Plan to the Office of Civil Rights for review and approval.

[Signature of Sheriff]

[Print Name and Title]

[Date]

PROGRAM TITLE: Livescan Equipment Program
AGREEMENT NUMBER: 402414
PREVIOUS AGREEMENT NUMBER(S): NA
ESTIMATED START DATE: July 15, 2005
SOURCES OF PROGRAM FUNDING:
 FFY02 ADAA Funds: \$ 17,008
 Matching Funds: \$ 5,670
 Total: \$ 22,678

IMPLEMENTING AGENCY: COUNTY OF MC LEAN
ADDRESS: 104 West Front street
Bloomington, Illinois 61701
IRS TAX IDENTIFICATION NUMBER: 37-6001569
AUTHORIZED OFFICIAL: Michael Sweeney
TITLE: Board Chair
TELEPHONE: 309-888-5110
PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: Treasurer
TELEPHONE: 309-888-5180

PROGRAM AGENCY: McLean County Sheriff's Department
ADDRESS: 104 West Front Street
Bloomington, Illinois
PROGRAM DIRECTOR: David Owens
TITLE: Sheriff
TELEPHONE: 309-888-5034
FAX: 309-888-5072
Email: sheriff@mcleancountyil.gov

FISCAL CONTACT PERSON: Jackie Dozier
TITLE: Auditor
TELEPHONE: 309-888-5151
FAX: 309-888-5209
Email: auditor@mcleancountyil.gov
PROGRAM CONTACT PERSON: Tom Phares
TITLE: Jail Superintendent
TELEPHONE: 309-888-5068
FAX: 309-888-5072
Email: tom.phares@mcleancountyil.gov

INTERAGENCY AGREEMENT

Anti-Drug Abuse Act of 1988 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the County of McLean on behalf of McLean County Sheriff's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Bloomington IL 61702, for implementation of the Livescan Equipment Program.

WHEREAS, Section 7(k) of the Illinois Criminal Justice Information Act (20 ILCS 3930/7(k)) establishes the Authority as the agency "to apply for, receive, establish priorities for, allocate, disburse and spend grants of funds that are made available...from the United States pursuant to the federal Crime Control Act of 1973, as amended, and similar federal legislation, and to enter into agreements with the United States government to further the purposes of this Act, or as may be required as a condition of obtaining federal funds;" and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Anti-Drug Abuse Act of 1988 and enters into interagency agreements with State agencies and units of local government for the use of these federal funds; and

WHEREAS, pursuant to the Anti-Drug Abuse Act of 1988, the Authority named the following program areas as the focus of the Illinois Statewide Drug and Violent Crime Control Strategy for federal fiscal year 2002:

1. Support prevention programs that help youth recognize the true risks associated with violent crime and drug use and that target youth to reduce their use of violence, illicit drugs, alcohol and tobacco products.
2. Support programs that strengthen multi-agency linkages at the community level among prevention, treatment and criminal justice programs, as well as other supportive social services, to better address the problems of drug abuse.
3. Support programs that enhance treatment effectiveness, quality and services so that those who need treatment can receive it.
4. Support programs that reduce drug related crime and violence.
5. Support research that identifies what works in drug treatment and the prevention of drug use and violent crime, and develop new information about drug use and violent crime and their consequences.
6. Support programs that promote the efficiency and effectiveness of the criminal justice system.
7. Support programs statewide that target prevention and early intervention for juveniles, with particular emphasis on the principles of balanced and restorative justice.

WHEREAS, the Authority designated the County of McLean on behalf of McLean County Sheriff's Office to receive funds for the purpose of implementing a program to address one of the named areas.

NOW, THEREFORE, BE IT AGREED by and between the Illinois Criminal Justice Information Authority and the County of McLean on behalf of McLean County Sheriff's Office as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies problems related to drug and violent crime law enforcement and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from July 15, 2005 through March 31, 2006.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

However, no funds will flow under this agreement for the period of October 1, 2005 through March 31, 2006, unless and until the State of Illinois receives written approval of an extension to the funding period for the Byrne Formula Grant Program (02-DB-BX-0017) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of federal funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

SECTION 5. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$17,008 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds, including federal and matching funds, into a bank account in the name of the Implementing Agency, either depositing such funds into an account separate from any of its other bank accounts or treating such funds as a separate line item per its budget and audited financial statements. Federal funds shall be immediately deposited into such bank account.

SECTION 6. MATCH

Federal funds from the Anti-Drug Abuse Act of 1988 may be used to pay up to 75 percent of the program costs described in Exhibit B. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs described in Exhibit B. However, if the Implementing Agency is a State agency, the non-federal matching share of the program costs described in Exhibit B may be provided through the award of general revenue funds, appropriated to the Authority by the Illinois General Assembly specifically for this purpose.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 25 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

SECTION 7. OBLIGATIONAL LIMITATION

Payment under this agreement is subject to passage of a suitable and sufficient appropriation by the Illinois General Assembly. Obligations of the State of Illinois will cease immediately without penalty of further payment being required in any fiscal year should the actions of the General Assembly or any applicable funding source result in the

failure to appropriate or otherwise make available sufficient funds for this agreement.

SECTION 8. NON-SUPLANTATION

The Implementing Agency certifies that federal and matching funds made available under this agreement will not be used to supplant State or local funds, but will be used to increase the amounts of funds that, in the absence of these federal and matching funds, would be made available to the Implementing Agency for drug law enforcement or violent crime control activities.

SECTION 9. REPORTING AND EVALUATION REQUIREMENTS

Unless required on a more frequent basis by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- fiscal reports detailing financial expenditures for the previous quarter;
- and any other reports specified by the Authority.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to comply with the Office of Justice Program Guidelines for the evaluation of programs. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. PROGRAM INCOME

All income, including income resulting from asset seizures or forfeitures, generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The federal proportion of program income must be accounted for up to the same ratio of federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Anti-Drug Abuse Act of 1988. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 11. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures that minimally adhere to all applicable laws, executive orders and federal guidelines. The Implementing Agency shall also adhere, and assure that its contractors and subcontractors adhere, to all applicable certification and disclosure requirements of the Illinois Procurement Code.

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is

less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFPs over \$100,000, that involve the use of federal or matching funds, must be submitted by the Implementing Agency to the Authority for review and written approval prior to their issuance. In addition, the Authority reserves the right to request that any RFP or IFB, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its issuance.

As required by the Authority, the Implementing Agency shall submit documentation regarding its procurement procedures and grant-funded purchases for Authority review and approval, to assure adherence to applicable federal guidelines.

The Implementing Agency agrees to comply with the applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable terms, conditions and provisions of the code are made a part of this agreement the same as though they were incorporated and included herein.

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.

SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

The Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Agency solicits or intends to solicit for employment any of the Authority's employees during any part of the award funding process or during the term of any interagency agreement awarded.

SECTION 13. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, federal awarding agency personnel, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the federal awarding agency, the Authority or any person duly authorized by the Authority, 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 State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 14. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

The Implementing Agency shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Implementing Agency to verify that persons employed by the Implementing Agency are eligible to work in the United States.

SECTION 15. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 9 and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 16. CLOSE-OUT REQUIREMENTS

Within 45 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; and (d) other documents required by the Authority.

SECTION 17. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Bureau of Justice Assistance (BJA), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 18 of this agreement.

The Implementing Agency acknowledges that this section applies to *new activities whether or not they are being specifically funded with federal grant or matching funds, in connection with the program*. As long as the new activity is being conducted by the Implementing Agency, or any subgrantee, subcontractor, or any third party, and the *new activity needs to be undertaken in order to use the federal grant or matching funds in connection with the program*, the terms of this section must be met.

Prior to obligating federal grant or matching funds in connection with the program, the Implementing Agency must determine if any of the following activities will be related to the use of such federal grant or matching funds. The Implementing Agency must notify the Authority in writing if it will be conducting any of the following activities, when the activity is undertaken in order to use, or is funded with, federal grant or matching funds in connection with the program:

- New construction.
- Minor renovation or remodeling of a property either (a) listed or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain.
- A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size.
- Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.

For existing and continuing programs or activities that will be funded with federal grant or matching funds through the Authority, upon request by the Authority as directed by BJA, the Implementing Agency shall cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

SECTION 18. IMPLEMENTING AGENCY COMPLIANCE

The Implementing Agency agrees to comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Federal Government and the Authority in the performance of this agreement, including but not limited to:

- Those laws, regulations and guidelines specified in Sections 20 and 26 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472).

- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 19. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

SECTION 20. NONDISCRIMINATION

The Implementing Agency certifies that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in connection with any activity funded under this agreement on the basis of race, color, age, religion, national origin, disability, or sex. The Implementing Agency agrees to have written sexual harassment policies which satisfy the requirements set forth in the Illinois Human Rights Act. (775 ILCS 5).

The Implementing Agency assures compliance with the following laws, and all associated rules and regulations:

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

All applicable provisions, rules and regulations of these Acts are made a part of this agreement by reference as though set forth fully herein.

In the event that a federal or State court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

The Implementing Agency certifies that it shall not pay any dues or fees on behalf of its employees or agents or subsidize or otherwise reimburse them for payment of their dues or fees to any club which unlawfully discriminates, and that it shall comply with all provisions of the Discriminatory Club Act (775 ILCS 25).

SECTION 21. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and all applicable federal guidelines and legislation. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

As applicable, the Implementing Agency agrees to protect the confidentiality of narcotic related intelligence and investigative information and to maintain the security of such information. The Implementing Agency certifies that it shall take full responsibility and will be accountable for narcotic-related intelligence and investigative information collected, maintained and disseminated as a result of the program described in Exhibit A and that program personnel will comply with all standards set forth in this agreement. As applicable, all program personnel shall comply with the obligations for confidentiality and dissemination of narcotic-related intelligence and investigative information placed on inspectors for the Department of State Police by the Department's rules of Conduct (20 Ill. Adm. Code 1220.130(h)), by the Department's internal operating procedures (DCI OPS 9 Dissemination of Narcotic-Related Information to Other Agencies, August 15, 1979; MDI-26 Dissemination of Intelligence and Investigative Information, June 15, 1981), U.S. Department of Justice Criminal Intelligence Operating Policies, F.R., vol. 43, no. 127, June 30, 1978, and by such other rules of the Department or the Authority as may hereafter be adopted.

SECTION 22. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 23. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of federal or matching funds is subject to Authority approval. Any work or professional services subcontracted for shall be specified by written

contract and subject to all terms and conditions contained in this agreement. If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

Approval of the use of subcontractors by the Authority does not relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 24. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 25. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 26. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Anti-Drug Abuse Act of 1988, the Bureau of Justice Assistance's Byrne Formula Grant Program Guidance document, the Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988), the Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122 and A-133, the Illinois Grant Funds Recovery Act (30 ILCS 705), the Illinois Procurement Code (30 ILCS 500), the State Comptroller Act (15 ILCS 405), the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.), the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.), the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill.

Adm. Code 1520 et seq.).

As applicable, the Implementing Agency shall operate in conformance with the following State drug laws and rules:

- The following Acts relating to the sharing of forfeited assets: 720 ILCS 5/36-1 through 36-4, 720 ILCS 5/37-1 through 37-5, 720 ILCS 550/12, 720 ILCS 570/505, 720 ILCS 600, 725 ILCS 150;
- Such rules and regulations as the Department of State Police establishes pursuant to Section 5 of the Intergovernmental Drug Laws Enforcement Act, 30 ILCS 715/5;
- The rules of the Department of State Police regulating the Intergovernmental Drug Laws Enforcement Act (20 Ill. Adm. Code 1220 et seq.).

As applicable, the Implementing Agency shall comply with the Illinois Law Enforcement Information Network (ILEIN) by providing any information which ILEIN may require and with all the rules promulgated in relation thereto.

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 27. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The Implementing Agency certifies that it has not been barred from contracting with any unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

SECTION 28. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies 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 U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 30. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace 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 the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (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) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.

- (c) Providing a copy of the statement required by subparagraph (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 580/5 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.

SECTION 31. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, and (2) the dollar amount of federal funds for the project or program.

SECTION 32. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Bureau of Justice Assistance reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 33. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with federal or matching funds, no later than 60 days prior to its printing.

For publications over 20 pages, the Authority will submit comments to the Implementing Agency no later than 30 days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 30-day review period.

For publications of 20 pages or less, the Authority will submit comments to the Implementing Agency no later than 10 working days after receipt of the draft. If more than one such publication is submitted, the Authority reserves the right to extend the 10-day review period.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-DB-BX-0017, awarded by the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 34. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean

Taxpayer Identification Number:

Employer Identification Number: 37-6001569

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care | Other: _____ |

services

SECTION 35. FEDERAL GRANT INFORMATION

By signing this agreement, the Implementing Agency acknowledges that it has been informed of the following information regarding the federal funds received under this agreement:

- Federal Awarding Agency: Office of Justice Programs, Bureau of Justice Assistance, Department of Justice
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.579 Byrne Formula Grant Program
- Grant Award Name and Number: Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program (2002-DB-BX-0017)
- Grant Award Year: Federal Fiscal Year 2002

SECTION 36. DISPOSITION REPORTING

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

SECTION 37. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

If the program described in Exhibit A is subject to requirements of the Criminal Intelligence System Operating Policies, 28 CFR Part 23, the Implementing Agency certifies to the Authority that the program shall conform with the operating policies set forth in 28 CFR Part 23.20 and meets funding criteria set forth in 28 CFR Part 23.30. If the program is subject to these requirements, the Implementing Agency shall cooperate with specialized monitoring and auditing of the program as may be required by 28 CFR Part 23.40(a), and shall comply with operating policies required by 28 CFR Part 23.40(b).

SECTION 38. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 39. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 40. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 40.1 SPECIAL CONDITIONS –

EQUIPMENT PURCHASES

If, for an item of equipment described in Exhibit B to be funded with federal funds, the Implementing Agency does not have a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;
- C. Allow the Implementing Agency to reallocate the federal funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

SECTION 40.2 SPECIAL CONDITIONS –

EQUIPMENT AND INFORMATION SHARING CONDITIONS – STANDARDS, PROTECTIVE ORDER SYSTEMS, SEX OFFENDER REGISTRATION ACT

Equipment and criminal justice information systems designed, implemented or upgraded with federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999, and where applicable, compatible with FBI standards, the National Incident-Based Reporting System (NIBRS), the National Crime Information Center System (NCIC), the National Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), the National Sex Offender Registry (NSOR), and applicable statewide criminal justice information sharing standards and plans.

The Implementing Agency shall ensure that any Automated Fingerprint Identification System (AFIS) related equipment purchased with federal or matching funds shall conform to the American National Standards Institute (ANSI) Standard "Data Format for the Interchange of Fingerprint Information" (ANSI/NIST-CSL-1-1993) and other reporting standards of the FBI.

Protective order systems developed with federal or matching funds shall be designed to permit interface with the National Protective Order file maintained by the FBI.

The Implementing Agency shall provide all data and information that is necessary to support the operation and administration of the Sex Offender Registration Act (730 ILCS 150), in accordance with all applicable laws, regulations and guidelines.

SECTION 40.3 SPECIAL CONDITIONS –

MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency through this agreement shall be used for purposes of the program described in Exhibit A only. The Implementing Agency shall retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by federal funds. The Implementing Agency certifies that it SHALL REQUEST AND RECEIVE PRIOR WRITTEN APPROVAL from the Authority before:

- using the commodities or equipment received under this agreement for any program or purpose other than described in Exhibit A.
- disposing of, trading in, replacing, selling or transferring any of the commodities or equipment received under this agreement.

The Implementing Agency must adhere to these prior approval requirements, even after the end of the grant period of performance.

The Authority may deny the Implementing Agency's acquisition of equipment and commodities, or require that the Implementing Agency relinquish equipment and commodities acquired through this agreement to the Authority, if the Implementing Agency fails to adhere to the terms and conditions of this agreement or employ an adequate property management system, governing the use, protection and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for equipment and commodities acquired under this agreement as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

Records for equipment and commodities acquired under this agreement shall be retained for at least three years after the final disposition, transfer, or replacement of the property, whichever is latest. If any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of this three-year period, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 40.4 INVESTIGATION AND CLOSURE OF METHAMPHETAMINE LABORATORIES

The Implementing Agency understands and agrees that any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment; and (4) the immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and wastes from a seized laboratory's operations are placed or come to rest.

When applicable, the Implementing Agency agrees that it shall adhere to guidelines and procedures to be developed by the Authority and ISP regarding the investigation and closure of clandestine methamphetamine laboratories as a condition of continued funding. The Implementing Agency shall also adhere to any amendments or additions to these guidelines and procedures that are necessary to assure continued compliance with federal, State and local laws, regulations and guidelines. If applicable, the Implementing Agency shall be notified of these guidelines and procedures, and any such amendments or additions, in writing, and will be required to sign an acknowledgment evidencing its receipt and agreement to adhere to these guidelines, procedures, and any amendments or additions.

In the event that the Implementing Agency encounters a clandestine methamphetamine laboratory the Implementing Agency shall immediately call the Illinois State Police (ISP) Clandestine Laboratory Coordinator, at phone # (217) 785-6623 and the appropriate Drug Enforcement Administration (DEA) field office, for further instructions. *In addition, unless otherwise required by the items listed below, the Implementing Agency acknowledges and certifies that it will not store, remove, transport or dispose any chemicals, equipment and wastes used in or resulting from the operations of clandestine methamphetamine, in connection with this program*

The Implementing Agency understands and agrees that for any program involving either the identification, seizure, or closure of clandestine methamphetamine laboratories, it shall perform the following activities in accordance with Illinois State Police procedures:

- (1) Assure that personnel assigned or to be assigned by the grantee to the seizure or closure of clandestine methamphetamine laboratories have received medical screening.
- (2) Assure that Occupational Safety and Health Administration (OSHA) required initial and refresher training has been provided for law enforcement officials and other personnel assigned by the Implementing Agency to either the seizure or the closure of clandestine methamphetamine laboratories.
- (3) As determined by their specific duties, assure that personnel assigned to the program are equipped with OSHA required protective wear and other required safety equipment.
- (4) Assure that properly trained personnel are assigned to prepare a comprehensive contamination report on each seized/closed laboratory.
- (5) If directed by the ISP Clandestine Laboratory Operator Coordinator or the DEA to store, remove, transport or dispose of any chemicals and associated glassware, equipment, and contaminated materials and wastes, the Implementing Agency shall, in accordance with direction provided by ISP and/or DEA:
 - a) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory.
 - b) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities.
 - c) Monitor the transport, disposal, and recycling components of above subparagraphs a and b in order to ensure proper compliance.

- (6) Contact the Illinois Emergency Management Agency (IEMA) command center at 800-782-7860 within 24 hours after it encounters a clandestine laboratory, and notify IEMA of all clandestine laboratories it encounters.

IEMA serves as the single point of contact and timely notification to the IEMA command center eliminates the need for the Implementing Agency to initiate procedures to ensure that written notification is made to the Illinois Environmental Protection Agency (IEPA), the Illinois Department of Public Health (IDPH), the local health department and the property owner on each clandestine laboratory. IEMA facilitates the coordination of assistance from the above described agencies, as well as the Department of Children and Family services.

- (7) Facilitate the implementation of the written agreement regarding clandestine laboratories with the responsible state environmental agency. This agreement must provide that the responsible state environmental agency agrees to a) timely evaluate the environmental condition at and around the site of a closed clandestine laboratory and b) coordinate with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if determined necessary by the state environmental agency and in accordance with existing state and federal requirements; and
- (8) Facilitate the implementation of the written agreement with the responsible state or local services agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can a) respond to the potential health needs of any minor at the site b) take that minor into protective custody unless the minor is criminally involved in the methamphetamine lab activities, or is subject to arrest for other criminal violations, c) ensure immediate medical testing for methamphetamine toxicity; and d) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

The Implementing Agency agrees to comply with federal, State and local environmental, health and safety laws, regulations and guidelines applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and the disposal of the chemicals, equipment and wastes used in or resulting from the operations of these laboratories, including but not limited to:

- Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6901 et seq.) as amended by the Hazardous and Solid Waste Amendments (HSWA) (Pub. L. 98-616).
- Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) (42 U.S.C. 9601 et seq.), as amended by the Superfund Amendments and Reauthorization Act (SARA).
- Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.).
- Occupational Safety and Health Act (OSHA) (29 U.S.C. 651 et seq.).
- OSHA Hazardous Waste Operations and Emergency Response Standard (29 CFR 1910.120).
- OSHA Respiratory Protection Standard (29 CFR 1910.134).
- OSHA Hazard Communication Standard (29 CFR 1910.1200).

*County of McLean on behalf of McLean County Sheriff's Office
Livescan Equipment Program
Agreement #402414*

- Applicable U.S. Drug Enforcement Administration guidelines and requirements.
- Applicable Illinois State Police policies, procedures, guidelines and requirements.

SECTION 41. ACCEPTANCE

The terms of this interagency agreement are hereby accepted and executed by the proper officers and officials of the parties hereto:

_____ Lori G. Levin Executive Director Illinois Criminal Justice Information Authority	_____ Date
_____ Michael Sweeney Chairman County of McLean	_____ Date
_____ Rebecca McNeil Treasurer County of McLean	_____ Date
_____ David Owens Sheriff McLean County Sheriff's Office	_____ Date

Livescan Equipment Program
EXHIBIT A: PROGRAM NARRATIVE
AGREEMENT# 402414

I SUMMARY OF PROGRAM

To replace the existing Livescan system that is being rendered obsolete at the end 2005 with a new state of the art system that will allow us to continue to capture and transmit fingerprints for identification of the arrestees brought into our jail.

II STATEMENT OF PROBLEM

Present Livescan system will be obsolete at the end of 2005. There will be no service contracts available for the system to be maintained. There are not sufficient funds available locally to purchase a new system or to continue the upkeep of the current system.

III GOALS, OBJECTIVES

The goal of this program is to improve the accuracy and timeliness of data entered into the state repository for criminal history record information.

IV PERFORMANCE INDICATORS

- Number of prints taken using the Livescan device.
- Reduction in time of booking process.
- Number of prints returned as unclassifiable.

V PROGRAM STRATEGY

This program will purchase the equipment, supplies and telecommunication needs for the development of electronic capture and submission of arrest information, including fingerprints. All arrestees will be booked and fingerprints processed using the Livescan device. Fingerprints will be sent electronically to the Illinois State Police Bureau of Identification.

**Budget Narrative
Agreement # 402414**

Equipment Livescan Booking System includes appliance, application software with slap and roll matching and a personal computer in a ruggedized case. This is the station where fingerprints will be captured and then transmitted to the Bureau of Identification.

The Ethernet PCI based 10/100 LAN Adapter allows the Livescan machine to connect to the network for the Integrated Justice System (EJS).

The duplex fingerprint card printer is necessary to print fingerprint cards and to print information for the States Attorney and Circuit Clerk in regards to offenses and sentencing information.

Commodities

Contractual

Other Warranty Service for the Livescan Booking System and the Duplex Fingerprint Card Printer covers these items for the first year of operation beginning with the installation of the system. The hardware and software must be in good operating condition to allow us to capture and transmit fingerprints.

Installation of the system and training in its use are essential to bring the system into operating order and have employees on site that are able to become administrators and trainers for other line staff on the operation of the system.

EXHIBIT B: BUDGET

Livescan Equipment Program
Agreement # 402414

IDENTIFICATION OF SOURCES OF FUNDING

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	FFY02 ADAA	\$ 17,008
Match:	Mc Lean County	\$ 5,670
Program Income:	None	
Non-Match:	None	
	GRAND TOTAL	\$ 22,678

Exhibit B - Budget

Program Title: Livescan Equipment Program
 Agreement #402414

<u>Equipment</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
Livescan Booking system includes appliance, application software personal computer, and ruggedized cabinet	\$ 14,282 \$	4,761 \$	19,043
Ethernet PCI based 10/100 LAN adapter for local area network topology	\$ 86 \$	29 \$	115
Duplex fingerprint card printer	\$ 1,785 \$	595 \$	2,380
Freight	\$ 263 \$	88 \$	350
<hr/>			
TOTAL EQUIPMENT COST	\$ 16,416 \$	5,472 \$	21,888

Exhibit B - Budget

Program Title: Livescan Equipment Program
 Agreement #402414

Commodities N/A

<u>Description</u>	<u>N/A</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
--------------------	------------	-----------------------	-------------------------	-------------------

TOTAL COMMODITIES COST

\$ - \$ - \$ -

Exhibit B - Budget

Program Title: Livescan Equipment Program
 Agreement # 402414

Contractual

<u>Description</u>	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
--------------------	-----------------------	-------------------------	-------------------

83

TOTAL CONTRACTUAL COSTI \$ - \$ - \$ -

**Because of federal regulations for grant funding, we are no longer able to fund 2nd year maintenance/warranty budget items. This has been removed from your budget.*

Exhibit B - Budget

Program Title: Livescan Equipment Program
 Agreement # 40214

Other Costs

	<u>Federal Amount</u>	<u>Match Contribut.</u>	<u>Total Cost</u>
Warranty Service for initial year of operation of the Livescan Booking system	\$ 474 \$	158 \$	632
Warranty Service for initial year of operation of the Duplex Fingerprint Card Printer	\$ 118 \$	40 \$	158

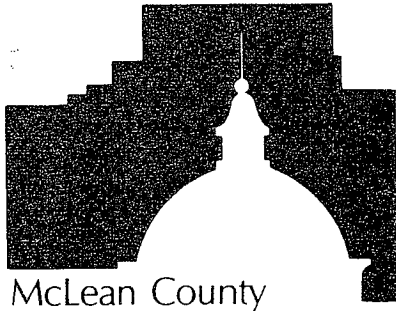
TOTAL OTHER COSTS

\$ 592 \$ 198 \$ 790

Exhibit B - Budget

Program Title: Livescan Equipment Program
Agreement #402414

	Federal Amount	Match Contribut.	Total Cost
EQUIPMENT	\$ 16,416 \$	5,472 \$	21,888
COMMODITIES	\$ - \$	- \$	-
CONTRACTUAL	\$ - \$	- \$	-
OTHER COSTS	\$ 592 \$	198 \$	790
	<u>\$ 17,008 \$</u>	<u>5,670 \$</u>	<u>22,678</u>



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

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

June 29, 2005

To : Chief Deputy Derick Love
From : Lt. Mike Emery
Re : Edward Byrne Justice Assistance Grant
Application Number 2005-F5121-IL-DJ

Chief,

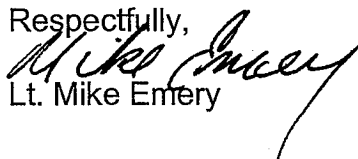
Provided is a copy of the application we made for the \$34,035 through the Department of Justice, Justice Assistance Grant.

Included with the application are copies of the disbursement of funds agreement between McLean County the Town of Normal and City of Bloomington. Upon receipt of funding each entity is to receive \$11,345 if the grant is approved. The review process is in progress and we should know in 30 to 60 days if funding is approved.

The agreements will need to be present to the County Board for signature authorization, signed, and a copy will need to be returned to the respective agencies.

Please advise if you have any questions.

Respectfully,


Lt. Mike Emery



Edward Byrne Justice Assistance Grant Program 2005-
F5121-IL-DJ



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook

Applicant Information

[Overview](#)

[Applicant Information](#)

[Project Information](#)

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

[Review SF 424](#)

[Submit Application](#)

[Help/Frequently Asked Questions](#)

[GMS Home](#)

[Log Off](#)

*Is the applicant delinquent on any federal debt	No
*Employer Identification Number (EIN)	37-6001569
*Type of Applicant	County
Type of Applicant (other):	
*Organizational Unit	McLean County Sheriff
*Legal Name (Legal Jurisdiction Name)	County of McLean
*Vendor Address 1	Law and Justice Center
Vendor Address 2	104 W. Front Street
*Vendor City	Bloomington
Vendor County/Parish	
*Vendor State	Illinois
*Vendor ZIP	61701-2400
Contact information for matters involving this application	
Contact Prefix:	The Honorable
Contact Prefix (Other):	
Contact First Name:	David
Contact Middle Initial:	
Contact Last Name:	Owens
Contact Suffix:	
Contact Suffix (Other):	
Contact Title:	Sheriff
Contact Address Line 1:	Law and Justice Center
Contact Address Line 2:	104 W. Front Street
Contact City:	Bloomington

Contact State:	Illinois
Contact Zip Code:	61701-2400
Contact Phone Number:	(309) 888-5034 Ext. 5034
Contact Fax Number:	(309) 888-5072
Contact E-mail Address:	dave.owens@mcleancountyil.gov

Continue



Edward Byrne Justice Assistance Grant Program 2005-
F5121-IL-DJ



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook

Project Information

[Overview](#)

[Applicant Information](#)

[Project Information](#)

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

[Review SF 424](#)

[Submit Application](#)

[Help/Frequently Asked Questions](#)

[GMS Home](#)

[Log Off](#)

Descriptive Title of Applicant's Project	
Law and Justice Center Court Security Upgrade for McLean County Sheriff's Office. Exterior security upgrade for the City of Bloomington Police. Equipment purchase and install to equip a patrol unit for the Town of Normal Police Department.	
Areas Affected by Project	
Law and Justice Center 104 W. Front Street Bloomington, Illinois 61702-2400	
Proposed Project	
*Start Date	October/ 01/ 2004
*End Date	September/ 30/ 2008
*Congressional Districts of	
Project	Congressional District 11, IL Congressional District 15, IL Congressional District 18, IL
*Estimated Funding	
Federal	\$34035.00
Applicant	\$0.00
State	\$0.00
Local	\$0.00
Other	\$0.00
Program Income	\$0.00
TOTAL	\$34035.00

[Continue](#)



Edward Byrne Justice Assistance Grant Program 2005-
F5121-IL-DJ



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook

Budget and Program Attachments

[Overview](#)

This form allows you to upload the Budget Detail Worksheet, Program Narrative and other Program attachments. Click the Attach button to continue.

[Applicant Information](#)

[Project Information](#)

[Budget and Program Attachments](#)

JAGPUBLIC NOTICE.doc
JAGBUDGETNARRATIVE.doc
JAGPROGRAMNARRATIVE.doc
JAGAdminReview.doc

[Continue](#)

[Assurances and Certifications](#)

Your files have been successfully attached, but the application has not been submitted to OJP. Please continue with your application.

[Review SF 424](#)

[Submit Application](#)

[Tips for successful upload](#)

[GMS Home](#)

[Log Off](#)

PUBLIC NOTICE

Public notice is hereby given that McLean County has been certified as a disparate jurisdiction. This designation allows the McLean County Sheriff's Department, the Bloomington Police Department and the Normal Police Department to receive federal grant money from the Edward Byrne Memorial Justice Assistance Grant. Total award is in the amount of \$34,035.00 divided equally between the three agencies. Funds received will be dispersed on law enforcement equipment and security upgrades. Public comments can be sent to Lt. Mike Emery, McLean County Sheriff's Department at: mike.emery@mcleancountyil.gov.

Edward Byrne Memorial Justice Assistance Grant Program
 Application Number 2005-F5121-IL-DJ
 Budget Narrative

McLean County Sheriff's Department
 Law and Justice Center
 104 W. Front Street
 Bloomington, Illinois 61702-2400

McLean County Budget Narrative

Item	Quantity	Description	Unit Cost	Total Cost
1	13	Taser X-26 Model 26005	799.95	\$10,399.35
2	45	Taser Cartridge Model 44200	17.86	\$ 795.70
3	1	Taser Data Port Model 26500	149.95	\$149.95
				\$11,345.00 Total MCSP

Funding will only be utilized to purchase the listed equipment in order to meet the Program needs. All Court and Building Security personnel have been trained and certified so the equipment will be deployed immediately.

Normal Police Department Budget Narrative

Item	Quantity	Description	Unit Cost	Total Cost
1	1	Mobil Date Computer, Panasonic Toughbook	\$5,145.00	\$5,145.00
2	1	Mobile Data Computer Car Mount Docking Station	\$ 200.00	\$ 200.00
3	1	IWIN System Activation	\$1,000.00	\$1,000.00
4	1	In-Car Video/audio System	\$5,000.00	\$5,000.00
				\$11,345.00 Total NPD

Funding will only be utilized to purchase the listed equipment in order to meet the Program needs.

Bloomington Police Department Budget Narrative

Item	Quantity	Description	Unit Cost	Total Cost
1	1	Intellex Desktop 16 Channel v3.2 Software, Premier 500GB, NTSC	\$5497.92	\$5497.92
2	1	88/100 24 VAC Transformer	\$95.61	\$95.61
3	1	Dome Kit, Ultra Viie D/N outdoor, Includes RAS917LSE, Rhodul-03E	\$1,256.76	\$1,256.76
4	1	Dome mount corner bracket adapter, for use with RHOSW or RHOLW	\$180.00	\$180.00
5	1	Misc. Parts and Labor to move PTZ for Northwest corner of building	\$1,181.59	\$1,181.59
6	1	Misc. Parts and labor to move PTZ for Northeast corner of building	\$1,181.59	\$1,181.59
7	1	Lift Included on Job if PTZ adds or moves are required	\$862.50	\$862.50
8	1	Keyboard, RS232 Touch Tracker, Trackball Control, Desktop	\$809.63	\$809.63
9	1	Set up and Labor	\$279.40	\$279.40
				\$11,345.00 Total BPD
Total Budget Narrative				\$34,035.00

Funding would be for the required system purchase and setup. It is understood that any costs greater than the funded amounts would be the responsibility of the purchasing agency.

Edward Byrne Memorial Justice Assistance Grant Program
Application Number 2005-F5121-IL-DJ
Program Narrative

McLean County Sheriff's Department
Law and Justice Center
104 W. Front Street
Bloomington, Illinois 61702-2400

The McLean County Sheriff's Department deployment of model X26 Tasers have proven that they are an effective visual deterrent in subduing situations where physical violence could prevailed. Tasers provide an alternative to the law enforcement officer prior to the use of deadly force should the situation escalate to that level.

Funding by this grant would be utilized to purchase X26 tasers. The X26 tasers would be deployed to the law enforcement personnel assigned to our Court and Building Security Division. In 2004, the Court Security Division served 1,395 criminal arrest warrants and conducted 6,360 prisoner custody transports from our Detention Center to and from the Courts.

All members of our Court Security Division have proven proficiency through training and certification. We currently have one X26 Taser deployed in that Division.

Normal Police Department
100 W. Phoenix
Normal, Illinois 61761

Approved in the Normal Police Departments 2006 budget were funds to hire additional officers to implement a traffic safety unit. The plans at that time were to use existing marked squad cars for this unit. Since that time, vehicles have become available to us for use by the traffic safety unit. No funds were allocated for the purchase of equipment to supply in the squad. Funding under this grant will be utilized to equip the traffic safety unit.

Bloomington Police Department
305 S. East Street
Bloomington, Illinois 617002

After several security incidents at the Bloomington Police Department, it has been decided that there was a need for the current closed circuit television system (CCTV) to be upgraded. Consequently, the Bloomington Police Department conducted a vulnerability assessment of its CCTV and confirmed vulnerability in the security system. A process began to determine how the CCTV system could be enhanced to best serve the public's safety and security of the police department.

Midco, CCTV experts, selected the components of the CCTV system in accordance to the system's purpose. Funding will enable this agency to upgrade our current security system and provide safety to our public.

June 15, 2005

Sharon Taylor
State Policy Advisor, Illinois
U.S. Department of Justice

RE: Review Narrative 2005-F5121-IL-DJ

On May 10, 2005 application information was forwarded to the Town of Normal Police Department in order to start the review process by Normal Town Council. On June 6, 2005 in open session the Town of Normal Illinois Council reviewed and approved grant application 2005-F5121-IL-DJ. Public comment was solicited while in open session with no public comments made. Approval was given to enter into agreement with McLean County Illinois on the acceptance of funding provided by the Edward Byrne Memorial Justice Assistance Grant. In agreement, the County of McLean, upon receipt of the total amount \$34,035.00 will disburse to the Town of Normal \$11,345.00 for the purchase of police equipment outlined in the budget narrative.

On May 10, 2005 application information was forwarded to the Bloomington City Police Department in order to start the review process by their City Council. On June 13 in open session the City of Bloomington Council reviewed and approved grant application 2005-F5121-IL-DJ. Public comment was solicited in open session with no public comments made. Approval was given to enter into agreement with McLean County Illinois on the acceptance of funding provided by the Edward Byrne Justice Assistance Grant. In agreement, the County of McLean, upon receipt of the total amount \$34,035.00 will disburse to the City of Bloomington \$11,345.00 for the purchase of equipment designated in the budget review narrative.

On May 10, 2005 the Sheriff of McLean County, Dave Owens, and County Administrator, John Zeunik, made available information pertaining to grant funding provided by the Edward Byrne Justice Assistant Program. On May 18, 2005 publication was made in our local newspaper soliciting public comments. Information will be presented at the County Board Meeting scheduled for June 21, 2005 for approval to enter into agreement with the Town of Normal and City of Bloomington for the disbursement of funds. Public comment will be solicited at County Board, June 21, 2005.

Respectfully,

Lt. Mike Emery



Edward Byrne Justice Assistance Grant Program 2005-
F5121-IL-DJ



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook

Assurances and Certifications

[Overview](#)

To the best of my knowledge and belief, all data in this application/preapplication is true and correct, the document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

[Applicant Information](#)

[Project Information](#)

Your typed name, in lieu of your signature represents your legal binding acceptance of the terms of this application and your statement of the veracity of the representations made in this application. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the following:

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

1. [Assurances](#)
2. [Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace requirements.](#)

[Review SF 424](#)

[Submit Application](#)

If you are an applicant for any Violence Against Women grants, this includes the Certification of Compliance with the Statutory Eligibility Requirements of the Violence Against Women Act.

[Help/Frequently Asked Questions](#)

[GMS Home](#)

[Log Off](#)

*Prefix	Chairman
Name Prefix:(Other)	
*First Name	Michael
Middle Initial (if any)	
*Last Name	Sweeney
Suffix	
Name Suffix:(Other)	
*Title	CEO
*Address Line 1	Law and Justice Center
Address Line 2	104 W. Front Street
*City	Bloomington
County	
*State	Illinois
*Zip Code	61701-2400
*Phone	309-888-5110 Ext: 5110
Fax	309-888-5111
*E-mail	john.zeunik@mcleancountyil.gov
<input checked="" type="checkbox"/> I have examined the information provided here regarding the signing authority and certify it is accurate. I	

I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority of official, to provide the information requested throughout this application system on behalf of this jurisdiction. Information regarding the signing authority, or the delegation of such authority, has been placed in a file and is available on-site for immediate review.

Continue



Edward Byrne Justice Assistance Grant Program 2005-

F5121-IL-DJ

[Application](#)[Correspondence](#)

Switch to ...

**Review SF-424** [Print a Copy](#)**Application Handbook**[Overview](#)[Applicant Information](#)[Project Information](#)[Budget and Program Attachments](#)[Assurances and Certifications](#)[Review SF 424](#)[Submit Application](#)[Help/Frequently Asked Questions](#)[GMS Home](#)[Log Off](#)

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier	
	May 31, 2005		
	1. TYPE OF SUBMISSION	3. DATE RECEIVED BY STATE	State Application Identifier
	Application Construction	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier
5. APPLICANT INFORMATION			
Legal Name		Organizational Unit	
County of McLean		McLean County Sheriff	
Address		Name and telephone number of the person to be contacted on matters involving this application	
Law and Justice Center 104 W. Front Street Bloomington, Illinois 61701-2400		Owens, David (309) 888-5034	
6. EMPLOYER IDENTIFICATION NUMBER (EIN)		7. TYPE OF APPLICANT	
37-6001569		County	
8. TYPE OF APPLICATION		9. NAME OF FEDERAL AGENCY	
New		Bureau of Justice Assistance	
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE		11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT	
NUMBER: 16.738 CFDA EDWARD BYRNE MEMORIAL JUSTICE TITLE: ASSISTANCE GRANT PROGRAM		Law and Justice Center Court Security Upgrade for McLean County Sheriff's Office. Exterior security upgrade for the City of Bloomington Police. Equipment purchase and install to equip a patrol unit for the Town of Normal Police Department.	
12. AREAS AFFECTED BY PROJECT			
Law and Justice Center 104 W. Front Street Bloomington, Illinois 61702-2400			
13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date: October 01, 2004 End Date: September 30, 2008		a. Applicant b. Project IL11 IL15 IL18	
15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE	

Federal	\$34,035	EXECUTIVE ORDER 12372 PROCESS? Program is not covered by E.O. 12372
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	\$34,035	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

Continue



Edward Byrne Justice Assistance Grant Program 2005-
F5121-IL-DJ



[Application](#)

[Correspondence](#)

Switch to ...

Application Handbook **Submit Application**

[Overview](#)

- Application submitted and last updated on 05/31/2005
- Application is currently in progress

[Applicant Information](#)

[Project Information](#)

[Budget and Program Attachments](#)

[Assurances and Certifications](#)

[Review SF 424](#)

[Submit Application](#)

[Help/Frequently Asked Questions](#)

[GMS Home](#)

[Log Off](#)

GMS APPLICATION NUMBER 2005-45121-IL-DJ
(Mandatory)

STATE OF ILLINOIS
COUNTY OF MCLEAN

KNOW ALL BY THESE PRESENT

**INTERLOCAL AGREEMENT
BETWEEN THE COUNTY OF MCLEAN, ILLINOIS AND TOWN OF NORMAL**

2005 BYRNE JUSTICE ASSISTANCE (JAG) PROGRAM AWARD

This Agreement is made and entered into this 6th day of June, 2005, by and between The County of McLean, acting by and through its governing body, hereinafter referred to as COUNTY, and the Town of Normal, acting by and through its governing body, hereinafter referred to as TOWN, both of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of Article VII, Section 10 of the Illinois Constitution 1970; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide the TOWN \$ 11,345 from the JAG award for the 2005 Byrne Justice Assistance Grant Program; and

WHEREAS, the COUNTY and TOWN believe it to be in their best interests to allocate the JAG funds.

NOW, THEREFORE, the COUNTY and TOWN agree as follows:

Section 1.

COUNTY agrees to pay TOWN a total of \$ 11,345 of JAG funds.

Section 2.

TOWN agrees to use \$ 11,345 for the 2005 Byrne Justice Assistance Grant Program until 9/30/08 (date).

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Illinois Tort Immunity Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against TOWN other than claims for which liability may be imposed by the Illinois Tort Immunity Act.

Section 5.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

TOWN OF NORMAL

COUNTY OF MCLEAN, ILLINOIS

Christopher Koo
President of the Board of Trustees

ATTEST:

APPROVED AS TO FORM:

Wendell J. Bergs
Town Clerk

County Attorney

APPROVED AS TO FORM:

[Signature]
City Attorney

CITY SECRETARY
CONTRACT NO. _____

THE STATE OF Illinois

KNOW ALL BY THESE PRESENT

COUNTY OF McLean

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON, IL AND COUNTY OF MCLEAN, IL**

2005 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 31st day of May, 2005, by and between The COUNTY of McLean, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of Bloomington, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of Sections _____, _____ Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the COUNTY agrees to provide the CITY \$11,345 from the JAG award for the security upgrade Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG Funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

COUNTY agrees to pay CITY a total of \$11,345 of JAG funds.

Section 2.

CITY agrees to use \$11,345 for the security upgrade Program until September 30, 2008(date).

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the _____ Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.


Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF Bloomington, IL. COUNTY OF McLean, IL.



City Manager

County Judge

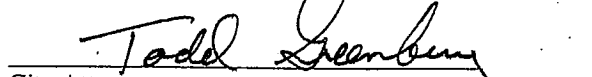
ATTEST: APPROVED AS TO FORM:



City Secretary Assistant District Attorney

APPROVED AS TO FORM:

Contract Authorization



City Attorney

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).

MCDF-Population Report
 Third Quarter
 July / 2005

Date	Total Pop	IN House	Spec Needs		Str. Sent		Work Rel/Weekend		Other Fac	
			Female	Male	Female	Male	Female	Male	Male	Female
1	200	187	37	163	6	32	4	14	0	0
2	190	183	33	157	6	33	4	14	0	0
3	188	184	34	153	6	32	4	14	0	0
4	195	183	35	160	6	32	3	14	0	0
5	198	186	34	164	6	29	3	13	0	0
6	189	176	31	158	8	29	3	13	0	0
7	193	181	36	157	8	29	3	13	0	0
8	193	181	30	163	8	30	3	13	0	0
9	202	196	34	168	9	35	5	14	0	0
10	202	196	34	168	9	36	5	15	0	0
11	203	186	35	168	9	39	5	15	0	0
12	208	192	33	175	8	44	5	15	0	0
13	212	195	34	178	8	46	5	15	0	0
14	213	197	34	179	8	47	5	15	0	0
15	214	198	35	179	8	46	5	15	0	0
16	233	224	39	194	9	51	5	15	0	0
17	226	220	37	189	8	53	3	14	0	0
18	220	206	38	182	8	50	3	14	0	0
19										
20										
21										
22										
23										
24										
25										
26										
27										
28										
29										
30										
31										
Total	3679	3471	623	3055	138	693	73	255	0	0
Average Jul-05	204.39	192.83	34.61	169.72	7.67	38.50	4.06	14.17	0.00	0.00

MCDF Average Population
By Month 2005

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	233.42	203.50	191.29	185.17	193.81	213.07	204.39						203.52
In House	211.45	195.32	187.29	181.17	187.42	198.93	192.83						193.49
Female	31.32	31.14	29.10	29.03	29.03	32.67	34.61						30.99
Male	202.16	172.54	162.19	156.13	164.77	179.80	169.72						172.47
Spec Needs Female	8.29	10.68	8.71	8.13	9.10	9.27	18.22						10.34
Spec Needs Male	13.94	7.96	8.65	10.17	9.52	11.37	10.44						10.29
Str Sent Female	7.29	7.71	8.58	8.00	6.97	8.47	7.67						7.81
Str Sent Male	44.71	28.07	27.84	28.87	26.58	33.50	38.50						32.58
Weekender Work Rel Female	5.10	7.00	3.77	3.37	2.84	3.97	4.06						4.3
Weekender Work Rel Male	10.45	9.54	3.29	3.53	8.74	13.37	14.17						9.01
Other Fac Female	2.52	1.61	0.00	0.00	0.00	0.00	0.00						0.59
Other Fac Male	13.58	.07	0.00	0.00	0.00	2.37	0.00						2.29

McLean County State's Attorney's Office 2005 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2005 YTD 2004 YTD 2004 Total 2005 Projected

CRIMINAL

	Jan.	Feb.	Mar.	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	2005 YTD	2004 YTD	2004 Total	2005 Projected
Felony	107	120	102	84	123	103	84						723	667	1,206	1,275
Misdemeanor	207	197	224	183	221	181	190						1403	1308	2,350	2,474
Asset Forfeiture	16	8	20	6	18	3	17						88	65	103	155
Family Totals	50	36	57	32	70	68	62						375	269	515	661
Family	36	19	40	24	58	57	38						272	166	334	480
Order of Protection	14	17	17	8	12	11	24						103	103	181	182
Juvenile Totals	24	18	22	29	43	35	19						190	257	422	335
Juvenile	0	1	5	0	6	0	0						12	11	12	21
Juvenile Abuse	12	9	13	15	17	26	15						107	132	224	189
Juvenile Delinquency	12	8	4	14	20	9	4						71	103	175	125
Traffic Totals	2,037	2,672	2,808	1,867	3,007	2,810	2,357						17,558	16,598	28,410	30,960
Traffic	1,958	2,598	2,710	1,811	2,934	2,750	2,285						17,046	16,080	27,463	30,057
DUI Traffic	79	74	98	56	73	60	72						512	518	947	903

CHILD SUPPORT

Paternity cases filed	8	5	12	11	16	15	6						73	28	65	129
Paternity cases established	4	2	4	4	9	4	10						37	40	55	65
Paternities excluded	0	0	1	1	6	1	1						10	7	13	18
Support Orders entered	70	92	62	43	96	54	79						496	529	940	875
Modification proceedings filed	20	20	19	19	19	21	14						132	192	283	233
Modification proceedings adjudicated	7	3	6	8	24	5	17						70	130	181	123
Enforcement actions filed	59	37	64	74	61	41	50						386	351	682	681
Enforcement actions adjudicated	101	115	61	63	107	77	108						632	589	1095	1114
Hearings set before Hearing Officer	70	32	101	32	120	35	108						498	657	1065	878
Orders prepared by Hearing Officer	58	32	88	26	109	24	84						421	566	893	742

2005 Projected = (2005 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

July 26, 2005

STATE'S ATTORNEY:

Beginning Balance 01/01/2005	\$ -57,410.90
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>5,959.26</u>
Total Funds Available	\$ <u>-51,451.64</u>
Expenditures	<u>4,670.92</u>
Fund Balance 07/26/05	\$ <u>-56,122.56</u>

SHERIFF:

Beginning Balance 01/01/2005	\$ 39,850.81
Revenue	<u>6,275.33</u>
Total Funds Available	\$ <u>46,126.14</u>
Expenditures	<u>3,525.37</u>
Fund Balance 07/26/05	\$ <u>42,600.77</u>

TOTAL FUND BALANCE	July 26, 2005	\$ -13,521.79
---------------------------	----------------------	----------------------

August 1, 2005

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

Re: Monthly Caseload - MONTH ENDING: June 30, 2005

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 2004	MONTHLY TOTALS 2005	YTD TOTALS 2004	YTD TOTALS 2005	% CHANGE YTD
FELONIES	64	61	468	546	14%
MISDEMEANORS	88	118	604	685	12%
DUI	20	27	127	141	10%
TRAFFIC	49	55	339	317	<6%>
JUVENILE	23	31	116	114	<2%>
(DELINQUENT)	9	17	66	59	<11%>
(ABUSE/NEGLECT)	14	14	50	55	9%
MENTAL HEALTH CASES	3	1	8	20	60%
Involuntary Commitment	3	1	8	14	43%
Medication Compliance Orders	0	1	0	6	100%
POST-CONVICTION & SVPCA CASES	1	1	1	5	80%
TOTAL	248	294	1,663	1,828	9%

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING: June 30, 2005.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	11	62	10
	JAMES TUSEK	4	59	5
F	RONALD LEWIS	9	63	9
F	BRIAN MCELLOWNEY	7	62	8
F	JOHN WRIGHT-C	4	41	N/A
F	TERRY DODDS-C	5	42	N/A
F	KELLY STACEY-C	6	41	N/A
F	CARLA HARVEY	24	87	2
M	CARLA HARVEY	29	192	2
F	LARRY SPEARS	6	43	2
M	LARRY SPEARS	38	201	1
M	DAWN NATION	51	292	1
DUI	MARINNA WRIGHT	27	139	27
TR	MARINNA WRIGHT	55	319	13
JD	ART FELDMAN	17	59	0
F	ART FELDMAN	0	1	0
JA	JON MCPHEE	9	38	N/A
JA	ROB KEIR	6	30	N/A
JA	ALAN NOVICK-C	3	5	N/A
PC/SVP	KEITH DAVIS-C	1	5	N/A
PVT	PRIVATE COUNSEL	32	145	N/A
W/D	WITHDRAWN	10	52	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 1, 2005

TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

JUNE 2005 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	61	73	60
PLEA / LESSER	29	33	7
BENCH TRIAL / WIN	0	0	0
BENCH TRIAL / LOSS	0	1	1
JURY TRIAL / WIN	0	0	0
JURY TRIAL / LOSS	1	0	1
DISMISSED / UPFRONT	6	7	3
DISMISSED / TRIAL	5	10	0
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	6	12	5
PRIVATE COUNSEL	25	5	2
PLEA / BLIND	11	0	0
REFILED AS FELONY	N/A	0	0
WITHDRAWN	5	4	1
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	0	6	0

**Office of the Coroner
McLean County
JUNE REPORT**

	JUN 2005	JUN 2004	TYTD 2005	LYTD 2004
<i>Cases</i>	67	75	442	452
<i>Autopsies</i>	11	8	46	50
<i>Out/County Autopsies</i>	22	26	153	191
<i>Inquests</i>	4	5	28	32

TOTAL DEPOSITS

	BUDGET	ACTUAL
<i>Copy Fees</i>	\$6,000.00	\$3,634.00
<i>Morgue Fee</i>	\$30,500.00	\$ 27,166.00
<i>Reim/Services</i>	\$250.00	\$0.00
<i>Paid to Facilities Mgt</i>	\$0.00	\$7254.00
<i>Gift-McLean Co. Funeral Direct.</i>	\$0.00	\$1,000.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 1

Medical/Sudden death – 4

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 6

OPEN DEATH INVESTIGATIONS

Traffic Crash – 2 Homicide – 2

Medical/Sudden death – 5 Other/Pending - 11