

EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, December 12, 2006

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – November 14, 2006
October 17, 2006 (Stand-up)
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:

a) REAPPOINTMENTS:

EMERGENCY TELEPHONE SYSTEMS BOARD

Chief Roger Aiken
305 S. East Street
PO Box 3157
Bloomington, IL 61702-3157
(Four-year term to expire on January 11, 2011)

EMERGENCY TELEPHONE SYSTEMS BOARD

Sheriff Mike Emery
104 W. Front Street
Bloomington, IL 61702-2400
(To complete four-year term to expire January, 2009)

McLEAN COUNTY REGIONAL PLANNING COMMISSION

Christine Brauer
13963 N. Rengel Drive
RR 3, Box 546
Bloomington, IL 61704
(Three-year term to expire on December 31, 2009)

McLEAN COUNTY ZONING BOARD OF APPEALS

Mr. Michael E. Kuritz
708 Trimmer Drive
P.O. Box 243
Hudson, IL 61748
(Five-year term to expire on January 1, 2012)

McLEAN COUNTY ZONING BOARD OF APPEALS

Mr. Jerry L. Hoffman
20411 N. 350 East Road
Danvers, IL 61732
(Five-year term to expire on January 1, 2012)

McLEAN COUNTY ZONING BOARD OF APPEALS

Mr. Joe Elble
25262 Arrowhead Lane
Hudson, IL 61748
(Five-year term to expire on January 1, 2012)

McLEAN COUNTY HOUSING AUTHORITY

Mr. Robert Behrends
104 E. Wood Street
Bloomington, IL 61701
(Five-year term to expire on December 26, 2012)

b) APPOINTMENTS:

McLEAN COUNTY BOARD OF HEALTH

Mr. Duane Moss
1402 Essex Court
Normal, IL 61761
(To complete a Three-year term to expire on June 30, 2008)

c) RESIGNATIONS:

None

d) Request Approval of an Ordinance Establishing
County Board Meeting Dates for Calendar Year
2007

1-2

e) Request Approval of an Ordinance Establishing
a Holiday Schedule for County Employees for the
year 2007

3-4

- f) Request Approval to Purchase Server for Financial/Budgetary System - Information Services 5-8
 - 2) Items to be Presented to the Board:
 - a) General Report - Information Services 9
 - b) General Report
 - c) Other

- B. Property Committee – Chairman Bostic
 - 1) Items to be Presented for Committee Action:
 - a) Request Approval of Attachment Number 16 to the Amendment to the Lease and Operation and Maintenance Agreement for the Law and Justice Center - Facilities Management 10
 - b) Request Approval of Lease and Contract Extension Agreement No. 4 Extending the Lease of the Courthouse Building and the Contract for Operation and Maintenance all Dated December 3, 2002 - Facilities Management 11
 - 1) Items to be Presented to the Board:
 - a) Request Approval of an Alternate Bid from CB Kramer Sales and Service for the purchase of a replacement boiler for the McLean County Nursing Home - Nursing Home
 - b) General Report
 - c) Other

- C. Transportation Committee – Chairman Bass
 - 1) Items to be Presented to the Board:
 - a) Request Approval of a Motor Fuel Tax Resolution for purchase of County/Township Maintenance materials for FY 2007
 - b) Request Approval of a 2007 Motor Fuel Tax Resolution Appropriating the salary of the County Highway Engineer
 - c) General Report
 - d) Other

- D. Finance Committee – Chairman Sorensen
 - 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Ordinance of the McLean County Board Amending the 2007 Combined Appropriation and Budget Ordinance for the Health Department Fund 0112 - Health Department 12-14
 - 2) Items to be Presented to the Board:
 - a) Request Approval of Service Agreement between Cannon Cochran Management Services Inc. and McLean County - Risk Management

- b) Request Approval to Apply for a Grant from the Long Term Care Division of the Illinois Department of Public Health - Nursing Home
- c) Request Approval of the Proposed 2007 Private Pay Rate - Nursing Home 15-17
- d) Request Approval of Resolution Amending the Fiscal Year 2007 Full-Time Equivalent Positions Resolution - Sheriff's Department 18
- e) Request Approval of Resolution of the McLean County Board Authorizing the Sheriff to Offer a Salary Above the Starting Maximum Salary - Sheriff's Department 19-20
- f) Request Approval of an Ordinance Amending the McLean County Personnel Policies and Procedures Ordinance - County Administrator's Office 21
- g) Request Approval of a Resolution Approving General Compensation Plan for Non-Union Employees and Position Classifications and Pay Ranges for Fiscal Year 2007 - County Administrator's Office
- h) General Report
- i) Other

E. Justice Committee – Chairman Renner

- 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance, General Fund 0001, Coroner's Office 0031 - Coroner's Office 22-23
 - b) Request Approval of Intergovernmental Agreement Creating the MetCom Centralized Communications Center - MetCom Department 0030 24-31
 - c) Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance Metro McLean County Centralized Communications Center Fund 0452, MetCom Department 0030 32-33
 - d) Request Approval of a Contract for Lease of Space in the McLean County Juvenile Detention Center between McLean County and Ford County - Court Services 34-38
 - e) Request Approval of a Juvenile Accountability Incentive Block Grant, Agreement #503603 - Court Services 39-63

- 2) Items to be Presented to the Board:
- a) Request Approval of Contract with OSF Healthcare Systems for Physician Services with McLean County Juvenile Detention Center - Court Services
 - b) Request Approval of a Contract for Counseling Services with Ms. Cathy Vogel for the McLean County Juvenile Detention Facility - Court Services
 - c) Request Approval to Apply for a Mental Health Court Planning Grant through the US Department of Justice - Court Services
 - d) Request Approval for Renewal of a Contract with OSF Healthcare Systems and Kenneth Inoue, M.D. for the Provision of Medical Services for the McLean County Adult Detention Facility - Correctional Health Services
 - e) Request Approval for Renewal of a Contract with the McLean County Center for Human Services for the Provision of Mental Health Services for the McLean County Adult Detention Facility - Correctional Health Services
 - f) Request Approval of Renewal of a Contract with Dennis Krug, DDS, for the Provision of Dental Clinician Services at the McLean County Adult Detention Facility - Correctional Health Services
 - g) Request Approval for Renewal of a Contract with Merle Pharmacy No. 1, Inc. and McLean County for the provision of Pharmaceutical Services at the McLean County Adult Detention Facility - Correctional Health Services
 - h) Request approval of a contract between John Wright Jr., Special Public Defender, and the Public Defender's Office - Public Defender's Office
 - i) General Report
 - j) Other

64-65

F. Land Use and Development Committee – Chairman Gordon

- 1) Items to be Presented to the Board:
- a) General Report
 - b) Other

G. Report of the County Administrator

- 1) Items to be Presented to the Board:
- a) General Report
 - b) Other

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

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McLEAN COUNTY REVISED CODE COUNTY BOARD MEETING DATES 5.91

CHAPTER 5 - COUNTY BOARD

AN ORDINANCE ESTABLISHING COUNTY BOARD MEETING DATES
FOR CALENDAR YEAR 2007

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to Illinois Compiled Statutes (2004) Chapter 5, Section 120/2.02; now, therefore,

BE IT ORDAINED by the McLean County Board, now meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2007:

Tuesday	January 16, 2007	9:00 a.m.
Tuesday	February 20, 2007	9:00 a.m.
Tuesday	March 20, 2007	9:00 a.m.
Tuesday	April 17, 2007	9:00 a.m.
Tuesday	May 15, 2007	9:00 a.m.
Tuesday	June 19, 2007	9:00 a.m.
Tuesday	July 24, 2007	9:00 a.m.
Tuesday	August 21, 2007	9:00 a.m.
Tuesday	September 18, 2007	9:00 a.m.
Tuesday	October 16, 2007	9:00 a.m.
Tuesday	November 20, 2007	9:00 a.m.
Tuesday	December 18, 2007	9:00 a.m.

(2) That a copy of this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, and on the County website at www.mcleancountyil.gov.

(3) That the County Clerk shall forward a certified copy of this Ordinance to the County Administrator and the First Civil Assistant State's Attorney.

(2)

ADOPTED by the County Board of McLean County, Illinois, this 19th day of December, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

CHAPTER 5 - COUNTY BOARD

ORDINANCE ESTABLISHING A HOLIDAY SCHEDULE
FOR COUNTY EMPLOYEES FOR THE YEAR 2007

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

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend a holiday schedule for certain County employees for the year 2007 pursuant to Article 4, Section 10.40 of the McLean County Personnel Policies and Procedures Ordinance adopted August 17, 2004, and subsequently amended; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

5.92-1 That the following 10-day holiday schedule for McLean County employees who are not members of a recognized collective bargaining unit for the year 2007 shall be as follows:

New Year's Day	Monday	January 1, 2007
Martin Luther King Day	Monday	January 15, 2007
President's Day	Monday	February 19, 2007
Memorial Day	Monday	May 28, 2007
Independence Day	Wednesday	July 4, 2007
Labor Day	Monday	September 3, 2007
Veteran's Day	Monday	November 12, 2007
Thanksgiving Day	Thursday	November 22, 2007
Day after Thanksgiving	Friday	November 23, 2007
Christmas Day	Tuesday	December 25, 2007

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

5.92-3 That this Ordinance shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 West Front Street Building, at the Public Library of Bloomington and Public Library of Normal, and on the County website at www.mcleancountyil.gov.

(2)

5.92-4 That the Ordinance Establishing a Holiday Schedule for County Employees for the Year 2006 is hereby repealed effective December 31, 2006.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of December, 2006.

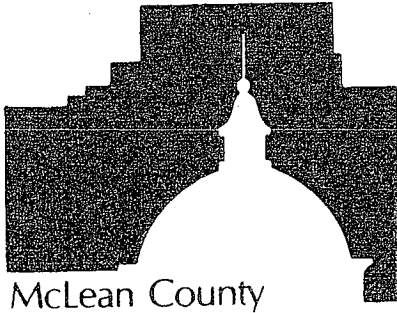
ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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INFORMATION SERVICES

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

Request for Approval to Purchase Server for Financials/Budgetary System

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

Information Services respectfully request that the purchase of a new production server be awarded to Levi, Ray & Shoup (LRS). The machine offered by Levi, Ray & Shoup is the latest AS/400 (or IBM I-series 520) currently available.

All bid procedures were followed, including publication in the Pantagraph (Sunday paper). An effort was made to involve multiple bidders but only one bid was received by Information Services. Monies for this purchase have been budgeted in the FY 2007 budget.

The bid was placed as four separate items.

Item #1 represents the actual machine, Item #2 represents the Software Subscription (Operating System), Item #3 represents operational support, Item #4 operational maintenance and Item #5 the migration of data and the operating system.

Prices received are as follows:

Description	LRS
Item 1	\$40,298
Item 2	\$5,862
Item 3	Incl. in Item 2
Item 4	\$6,867
Total	\$53,027
Item 5 (migration)	\$135/hr

LRS has proved themselves a responsible and responsive bidder for McLean County Information Services in the past. Information Services has no objections to the exceptions noted in the bid (attached).

I welcome any questions or comment you may have.

Respectfully submitted,

Craig Nelson
Director, McLean County Information Services

**McLean County
Information Services Department
115 E. Washington Street
Bloomington, IL 61701**

**REQUEST FOR PROPOSALS
On
Computer Equipment - 002 (County Production Server)**

Levi, Ray & Shoup response to McLean County RFP

EXCEPTIONS TO PROPOSAL CONTRACT TERMS AND CONDITIONS

Levi, Ray & Shoup, Inc. (Vendor) agrees with the McLean County (Owner), Computer Equipment-002 (County Production Server) Request for Proposals terms and conditions (Contract) with the following exceptions:

3.2.3.A	Add the word "tangible" before each occurrence of the word "property" in the Section.
4.5.1 4.5.2 4.5.3	Replace Sections 4.5.1, 4.5.2 and 4.5.3 with the following: "The Vendor agrees to assume all risk of loss and to indemnify and hold the Owner, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, resulting from the negligence or misconduct of Vendor, its employees, agents or subcontractors in the performance of this contract resulting in: bodily injuries to persons (including death); loss of, damage to, or destruction of real and/or tangible personal property (including property of the Owner). Vendor shall assume risk of loss until delivery to the Owner's facility. Vendor shall do nothing to prejudice the Owner's right to recover against third parties for any loss, destruction or damage to Owner property, and shall at the Owner's request and expense furnish to the Owner reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Owner in obtaining recovery."
4.8.1 4.8.2 4.13.3 9 10.0 10.1 10.2	Replace Sections 4.8.1, 4.8.2, 4.13.3, 9, 10.0, 10.1 and 10.2 with the following: "Vendor is providing services hereunder in a workman-like manner using reasonable care and skill. Vendor is not the manufacturer of the products and makes no warranties or certifications whatsoever concerning them. However, the manufacturer may provide warranties directly to the Owner. VENDOR MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, REGARDING PRODUCTS OR SERVICES INCLUDING ANY WARRANTY AGAINST INFRINGEMENT OR OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE. "
8.0	Delete the last sentence of the Section.
10.3	Delete Section 10.3—Any agreement as to replacement parts shall be made directly between the manufacturer and Owner.
10.4	Delete Section 10.4—Any issue as to warranty costs and costs associated with warranty replacement shipments shall be addressed directly by the manufacturer and Owner.
10.7	Add the following as Section 10.7: "VENDOR'S TOTAL LIABILITY FOR DAMAGES UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), SHALL BE LIMITED TO THE AMOUNT OF COMPENSATION ACTUALLY PAID TO THE VENDOR BY THE OWNER UNDER THE CONTRACT. IN NO EVENT SHALL VENDOR BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT DAMAGES OR DAMAGES FOR ECONOMIC LOSS OF ANY KIND (INCLUDING WITHOUT LIMITATION, LOSS OF FEDERAL FUNDING, LOSS OF DATA, LOSS OF USE) THAT MIGHT OCCUR AS A RESULT OF THE PERFORMANCE OR BREACH OF THIS CONTRACT OR IN ANY WAY ARISES OUT OF OR IN CONNECTION WITH THIS CONTRACT."

**McLean County
Information Services Department
115 E. Washington Street
Bloomington, IL 61701**

**REQUEST FOR PROPOSALS
On
Computer Equipment - 002 (County Production Server)**

Levi, Ray & Shoup response to McLean County RFP

Summary Sheet

Instructions:

Fill out this form only for the Items that are being proposed. The **Cost - Unit** is the price per unit. **Cost - Extended** is the **Quantity** times the **Cost - Unit**. Place a "Y" under **Exception** if you have deviated from the Item's specification. Fully explain the exception on a separate page and attach to this summary sheet. Please attach product specification for all hardware items, if available. Reference Item number on each attachment for ease of identification and clarification.

The inclusion of a list of the materials used to meet each Item's specifications would be expected and beneficial in the evaluation of this **Proposal**.

COST					
Item	Description	Quantity	Unit	Extended	Exception
01	Production Server	1	\$ 40,298	\$ 40,298	Y
02	Production Server Software Subscription	1	\$ 5,862	\$ 5,862	Y
03	Production Server Operational Support	1	included in item 02		Y
04	Production Server Operational Maintenance	1	\$ 6,867	\$ 6,867	
05	Production Server Data and OS Migration		\$135/hour	TBD	

Prices are valid through January 31, 2007.

McLean County
Information Services Department
115 E. Washington Street
Bloomington, IL 61701

REQUEST FOR PROPOSALS
On
Computer Equipment - 002 (County Production Server)

Levi, Ray & Shoup response to McLean County RFP

Due Friday, December 1, 2006, 1:00 P.M. (CST)

Summary Sheet

(Continued)

By signing this sheet you acknowledge that you are an authorized agent of the **BIDDER** and the **BIDDER** agrees to the terms specified in the **RFP**.

Vendor Name: Levi, Ray and Shoup, Inc.

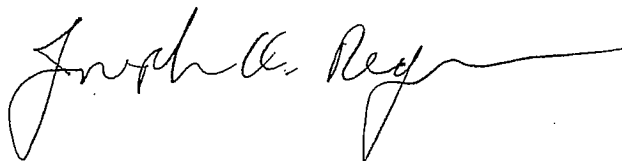
Address: 2401 W. Monroe Street

City, State and Zip: Springfield, IL 62704

Phone: (217) 793 - 3800

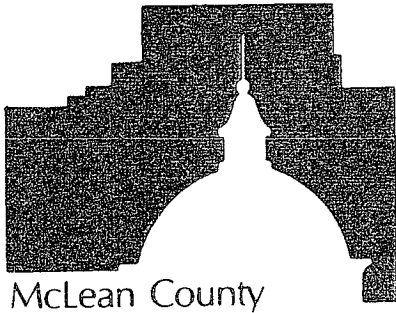
Printed Name of Agent: JOSEPH A. REGAN

Signature of Agent:



Title: DIRECTOR

Date: 11-30-06



McLean County

INFORMATION SERVICES

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

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

**Information Services Status Report
December 12, 2006**

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

Following is a brief summary of issues addressed by Information Services since my last report in November.

General Administration:

- Reviewed and updated requirements related to go-live issues for Civil Data Load.
- Attended ICJIA Funding committee meeting for statewide justice.
- Received and reviewed bid for Financial/budgetary server.
- Met with Comlara Park regarding possible website enhancements.

Hardware/Network

- Began deployment of new PCs.
- Planned migration of personalized network drives to our Storage Area Network (SAN)
- Evaluated implementation methodology of new Metcom technology (voice logger).
- Visited Cisco briefing center.
- Continued assessment of server virtualization project.
- Continued assessment of alternative remote desktop access methodology.

Programming/Database/Web

- Continued improving internally developed reports and forms for IJIS project.
- Continued evaluation of Office 2007, Windows Vista, Exchange 2007 and needed training.
- Web improvements to accommodate elections, etc.

Respectfully submitted,

Craig Nelson

Craig Nelson
Director of McLean County Information Services

ATTACHMENT NUMBER 16 TO THE AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT FOR THE
LAW AND JUSTICE CENTER

Pursuant to the provisions of that certain AMENDMENT TO THE LEASE AND
OPERATION AND MAINTENANCE AGREEMENT for the Law and Justice Center,
dated December 18, 1990 between the undersigned parties, the parties hereby declare that
the provisions of said agreement are hereby extended to the period beginning on January
1, 2007 and ending December 31, 2007, and the County agrees to pay the Public Building
Commission for operation and maintenance for such period the sum of \$1,992,611.00.

This ATTACHMENT NUMBER 16 is executed this 7th day of November, 2006,
by the officers of the Public Building Commission and on December 19th, 2006 by the
officers of the County.

ATTEST:

APPROVED:

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

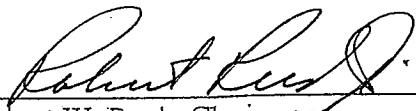
Chairman of the County Board
Michael Sweeney, Chairman

ATTEST:

APPROVED:



John L. Morel, Secretary of the PBC

By: 

Robert W. Rush, Chairman

LEASE AND CONTRACT EXTENSION AGREEMENT NO. 4 EXTENDING
THE LEASE OF THE COURTHOUSE BUILDING AND THE CONTRACT
FOR OPERATION AND MAINTENANCE ALL
DATED DECEMBER 3, 2002

The undersigned as parties to that certain lease between them dated December 3rd, 2002, being a one year lease to the County commencing January 1st, 2004 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated December 3rd, 2002, do hereby agree to extend said lease and contract terms for one additional year beginning January 1st, 2007 at an annual rent and payment of \$228,487.00 by each party to the other. All of the other terms of the lease and the contract shall remain in full force and effect and the County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$228,487.00.

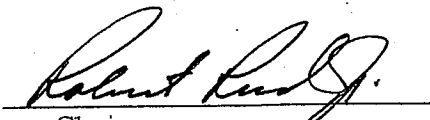
This Extension Agreement No. 4 is executed this 7th day of November, 2006 by the Officers of the Public Building Commission of McLean County, Illinois and on December 19th, 2006 by the Officers of the County of McLean, Illinois.

(AFFIX CORPORATE SEAL)

PUBLIC BUILDING COMMISSION
OF MCLEAN COUNTY, ILLINOIS

ATTEST:


Secretary

By: 
Chairman

(AFFIX CORPORATE SEAL)

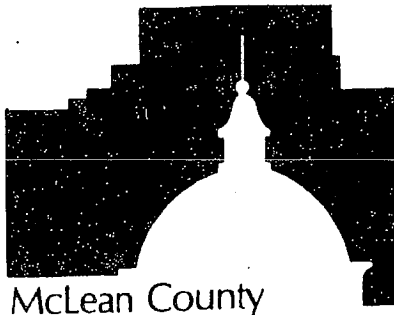
ATTEST:

County of McLean, Illinois

County Clerk of McLean
County, Illinois

By: _____
Chairman, County Board
of McLean County, Illinois

(AFFIX CORPORATE SEAL)




Health Department

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

Memorandum

To: The Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director 

Date: November 22, 2006

Re: Budget Amendment – McLean County Drug Court

The attached action represents the culmination of a joint effort between the McLean County Health Department and the McLean County justice system to implement a drug court treatment component. The planning meetings for this effort began during the spring of 2006. Under the plan, the Health Department is utilizing a portion of its mental health tax levying authority to cover the cost of a treatment contract with Chestnut Health Systems for drug court offenders. That contract will be handled in a similar manner to other department mental health, substance abuse and developmental disabilities services contracts.

For 2007, no additional tax funds will be levied. Instead, a portion of the department's unencumbered fund balance will be depleted. However for calendar year 2008, the levy will need to be increased to cover the cost of treatment. As stated within the program narrative, this is a McLean County Board priority.

**Budget Amendment
Fund 0112
Drug Court**

During the spring of 2006, the County Administrator's Office and the Chief Judge requested that the McLean County Health Department consider using a portion of its mental health levy to cover the cost of treatment services for offenders referred through the newly created McLean County Drug Court. The request specifically asked that our department increase its contract line for mental health services to cover expenses associated with a staffing contract for treatment through Chestnut Health Systems. The annualized cost is estimated to be approximately \$167,000 per year for 40 patients. The program is currently underway on a limited basis through resources derived through the General Fund. The outpatient program is supervised by County's probation office and the courts. Under the program design, contract compliance would be monitored through the McLean County Health Department in line with its other mental health, developmental disabilities, and substance abuse service agreements. A contract with Chestnut Health Systems or calendar year 2007 was approved by the McLean County Board of Health at its meeting of November 1st.

For calendar year 2007, funds to support the program will come from the Health Department unencumbered fund balance. At this point, that balance is well in excess of \$960,000. Thus, a reduction of \$167,424 will not cause a meaningful decrease. For calendar year 2008, the program will need to be supported through an increased mental health tax levy. The overall rate for the Health Fund is approximately \$.06 below its maximum. Less than \$.03 of the \$.05 property tax levy approved by the voters as part of a 1989 referendum is being used. The levy rate increase needed to support the drug court treatment program is less than ½ a cent.

The Drug Court program has been identified by the County Board as one of its key priorities.

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

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

WHEREAS, the McLean County Health Department has requested an amendment to the McLean County Fiscal Year 2007 appropriation in Fund 0112 Sub department 0060 Mental Health, and the Board of Health and Finance Committee concur; and,

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

BE IT ORDAINED AS FOLLOWS:

1. That the Treasurer is requested to increase revenue line 0400-0000 Unappropriated Fund Balance - in Fund 0112, Department 0061, Program 0060, by \$167,424 from \$0 to \$167,424.
2. That the County Auditor is requested to increase the appropriations of the following line - item accounts in Fund 0112, Department 0061, Program 0060, Mental Health as follows:

LINE	DESCRIPTION	PRESENT AMOUNT	INCREASE (DECREASE)	NEW AMOUNT
0706-0005	Drug Court CHS	\$ 0	\$167,424	\$167,424
TOTALS:		\$ 0	\$167,424	\$167,424

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

Adopted by the County Board of McLean County this _____ day of _____, 2006.

ATTEST:

APPROVED:

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

 Michael F. Sweeney Chairman of the
 McLean County Board

F:\adm\budg\07Drugcourtamend

November 27, 2006

To: Matt Sorenson, Chairman, Finance Committee
Members of the Finance Committee

From: Don Lee, Administrator
McLean County Nursing Home

Re: 2007 Private Pay Rate

Each year, as the budget is reviewed, the Committee also reviews the charges for care at the McLean County Nursing Home to make certain that the Private Pay rate is adequate to cover the cost of providing care. The proposed increase was incorporated into the revenue projections of the 2007 proposed budget.

The rate is determined by a mathematical computation. The total approved budget is divided by the anticipated number of patient days to arrive at an average cost per patient day. This is then recommended to the McLean County Board for adoption as the new Private Pay rate. Below is the computation used for the 2006 fiscal year:

1. 2007 Budget		\$6,804,810
Less proposed capital expenditures		-179,240
Plus 2004 depreciation		<u>180,115</u>
Projected 2006 Cost of Operation		6,805,685
2. Average census	142 residents per day	
3. Projected days	51,830 (142 X 365 days per year)	
4. Cost per day	131.31 (\$6,805,685 / 51,830)	

Because we never expend the budget request, I recommend the Committee approve the rate of \$131.00 per day effective January 1, 2007, and forward that recommendation to the McLean County Board for approval.

The daily rate for the Medicare Certified section is established at an arbitrary amount above the Private Pay rate and is only used for cost reporting purposes. I recommend that the McLean County Board maintain the daily rate for the Medicare Certified section at \$150.00 per day effective January 1, 2007.

CHAPTER 14 - NURSING HOME

Resolution Establishing Charges for Services
McLean County Nursing Home

WHEREAS, Illinois Compiled Statutes (2004), Chapter 55, Section 5/5 1005.6 empowers the County of McLean to erect and maintain a County Nursing Home and to establish rates to be paid by persons seeking care and treatment in the Nursing Home; and,

WHEREAS, Illinois Compiled Statutes (2004), Chapter 55, Section 5/5-21001.6 empowers the County of McLean to establish rates to be paid per day by persons seeking care and treatment in the McLean County Nursing Home; and,

WHEREAS, the McLean County Nursing Home participates in the Medicare program for skilled care; and,

WHEREAS, the Finance Committee of the McLean County Board, at its regular meeting on Tuesday, December 5, 2006, has deemed it necessary and advisable that the McLean County Board establish charges for services provided to the residents of the McLean County Nursing Home; now, therefore,

BE IT RESOLVED by the County Board that effective January 1, 2007;

1. The daily rate for resident care in the non-Medicare certified section shall be \$131.00.
2. The daily rate for resident care in the Medicare certified section shall be \$150.00.
3. The following charges are hereby established for supplies and services:

a)	Medical supplies	Cost plus 20%
b)	Medications in the Medicare Section	Cost plus 50%
c)	Lab procedures in the Medicare Section	Cost plus 20%
d)	Respiratory Therapy	Cost plus 20%
e)	Speech Therapy	Cost plus 20%
f)	Occupational Therapy	Cost plus 20%
g)	Physical Therapy	Cost plus 20%
4. That the County Clerk shall provide a copy of this signed resolution to the Administrator of the McLean County Nursing Home, the County Treasurer, and the County Administrator.

EFFECTIVE DATE: This resolution shall be in full force and effect on January 1, 2007 and this Resolution shall supersede any previous resolution establishing Nursing Home care rates.

(2)

ADOPTED by the County Board of McLean County, Illinois, this 19th day of December, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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**RESOLUTION AMENDING THE FISCAL YEAR 2007
FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR THE SHERIFF'S OFFICE**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2006 which becomes effective on January 1, 2007; and,

WHEREAS, the Sheriff has recommended that the present staffing in the Sheriff's Office Jail Division be reorganized in order to increase operational effectiveness; and,

WHEREAS, the Finance Committee, at its meeting on December 7, 2006, recommended approval of the proposed changes in the Full-Time Equivalent Positions Resolution for the Sheriff's Office; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0029-0031	11	503.4105 Jail Operations Supervisor	2.00	(1.00)	1.00
0001-0029-0031	12	503.XXXX Assistant Jail Superintendent	0.00	1.00	1.00

The County Clerk is hereby directed to provide a certified copy of this Resolution to the Sheriff, the County Treasurer, and the County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 19th day of December, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

**RESOLUTION OF THE McLEAN COUNTY BOARD AUTHORIZING THE
McLEAN COUNTY SHERIFF
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY
UNDER THE McLEAN COUNTY PERSONNEL ORDINANCE AND POLICY**

WHEREAS, pursuant to the Fiscal Year 2007 Adopted Budget for the McLean County Sheriff, and as a result of a recent reorganization, the Sheriff finds it necessary to recruit and fill several positions; and,

WHEREAS, the Sheriff has advised the Finance Committee that he has identified candidates with the required qualifications and experience to fill top management positions in the Sheriff's Office; and,

WHEREAS, the Sheriff desires to establish a progressive compensation structure within the Office; and

WHEREAS, the Finance Committee, at its regular meeting on December 7, 2006, approved the request of the Sheriff to offer salaries above the starting maximum salaries under the McLean County Personnel Ordinance and Policy; now, therefore,

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

- (1) That the Sheriff is hereby authorized to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy in order to hire an experienced and qualified person at the Chief Deputy Sheriff level, at the Jail Superintendent level, at the Assistant Jail superintendent level and at the Jail Operations Supervisor level. .
- (2) That the Sheriff is directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the McLean County Personnel Ordinance and Policy.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Sheriff, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 19th day of December, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

**McLEAN COUNTY SHERIFF'S OFFICE
PROPOSED REORGANIZATION
JAIL DIVISION**

		Current									
FTE	Class	Grade	Title	Step	Rate	Annual					
1.00	3009	16	Chief Deputy	46	38.7486	\$80,597					
1.00	4107	13	Jail Superintendent	65	34.413	\$71,579					
1.00	4105	11	Jail Operations Supv.	70	28.9798	\$60,278					
1.00	4105	11	Jail Operations Supv.	66	28.5487	\$59,381					
4.00											
		Proposed									
FTE	Class	Grade	Title	Step	Rate	Annual	Difference				
1.00	3009	16	Chief Deputy	25	35.4272	\$73,689	(\$6,909)				5% over Jail Supt.
1.00	4107	13	Jail Superintendent	59	33.6307	\$69,952	(\$1,627)				5% over Asst. Supt.
1.00	4105	12	Assistant Jail Superintendent	71	31.9937	\$66,547	\$6,269				5% over highest Sgt.
1.00	4105	11	Jail Operations Supv.	68	29.4835	\$61,326	\$1,944				5% over regular Sgt.
4.00							(\$322)				

Note: Sergeant pay ranges from \$54,016 to \$63,236

AN ORDINANCE AMENDING THE McLEAN COUNTY
PERSONNEL POLICIES AND PROCEDURES ORDINANCE

WHEREAS, the McLean County Board has approved an Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County; and

WHEREAS, Section 39 – 3 of that Ordinance prohibits smoking in any McLean County government facility and any McLean County government vehicle, including without limitation facilities and vehicles owned, leased, or operated by McLean County government; and

WHEREAS, the current McLean County Personnel Policies and Procedures Ordinance only addresses smoking at the Law & Justice Center but does not address smoking in other McLean County facilities or vehicles; and

WHEREAS, it is necessary and appropriate to amend the McLean County Personnel Policies and Procedures Ordinance so that it will be consistent with the provisions and effective date of the Ordinance Regulating Smoking in Public Places and Places of Employment in the Unincorporated Areas of McLean County; now therefore,

BE IT ORDAINED AS FOLLOWS:

1. That Section 10.80-1 of the McLean County Personnel Policies and Procedures Ordinance be stricken in its entirety and replaced with the following:

“10.80-1 SMOKING IN COUNTY FACILITIES AND VEHICLES: Smoking is prohibited in all County facilities and all County vehicles, including facilities and vehicles owned, leased or operated by the County (McLean County Code Section 39 – 3).”

2. That this Amendment to the McLean County Personnel Policies and Procedures Ordinance shall become effective January 1, 2007.

This Ordinance is adopted this _____ day of _____, 2006.

APPROVED:

Chairman, McLean County Board

ATTEST:

Clerk of the McLean County Board

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2006
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Coroner's Office 0031**

WHEREAS, the McLean County Board, on November 15, 2005, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the General Fund 0001, Coroner's Office 0031; and,

WHEREAS, the Coroner's Office has received \$1,361.47 from the Death Certificate Surcharge Fund; and,

WHEREAS, 410 *ILCS* 535/25.5 creates the Death Certificate Surcharge Fund and provides that funds may be used to purchase equipment for the Coroner's Office; and,

WHEREAS, the said funds need to be expended prior to June 30, 2007; and,

WHEREAS, the Justice Committee, at its meeting on Monday, December 4, 2006, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of the Death Certificate Surcharge Funds to acquire software licensing and support for specialized forensic software; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Death Certificate Surcharge Fund 0001-0031-0038-0407.0097	\$ 0.00	\$1,361.47	\$1,361.47

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Coroner's Office 0031 the following appropriations:

Software License Agreements 0001-0031-0038-0750.0004	\$ 0.00	\$1,361.47	\$1,361.47
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(2)

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

ADOPTED by the County Board of McLean County this 19th day of December, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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**INTERGOVERNMENTAL AGREEMENT
CREATING THE METCOM CENTRALIZED COMMUNICATIONS CENTER**

ARTICLE I

PURPOSE

The METCOM CENTRALIZED COMMUNICATION CENTER, hereinafter referred to as the "Center", is a cooperative venture voluntarily established by the County of McLean and the Town of Normal pursuant to Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. for the purpose of providing the means necessary and appropriate for the establishment, operation, and maintenance of a joint non-emergency police, fire, and other non-emergency services communication system for the mutual benefit of the members of the venture; supporting an Enhanced 9-1-1 emergency telephone system under the jurisdiction of the McLean County Emergency Telephone System Board; and providing the foregoing on a contract basis to other government units.

ARTICLE II

MEMBERSHIP

- A. The members of the Center shall be the County of McLean, hereinafter referred to as the "County" and the Town of Normal, hereinafter referred to as the "Town".
- B. Continued membership in the Center shall be contingent upon the payment by each member of an annual assessment and any additional fees that may be determined by the Operational Board, hereinafter created, consistent with the financing procedures set forth in Article VI hereunder.

ARTICLE III

OPERATIONAL BOARD

A. ESTABLISHMENT

There is hereby established a seven (7) member Operational Board which shall serve without compensation and without salary. The Operational Board shall consist of the following members and be appointed in the following manner:

- 1. The McLean County Administrator and the McLean County Sheriff which shall be perpetual members and appointed by the McLean County Board;
- 2. The Normal City Manager and the Normal Police Chief which shall be perpetual members and appointed by the Normal Town Council;
- 3. One representative of the McLean County Fire Chiefs Association, one

representative of a rural municipal Police Department, and one representative from Emergency Medical Services, all three (3) of whom shall serve a four (4) year term and be appointed by the four (4) perpetual members of the Operational Board. The four (4) perpetual members shall also have appointing authority in the event there is a vacancy in any of those three (3) positions.

4. Each member may designate one (1) alternate to attend, participate and vote on his/her behalf at Operational Board meetings if the member is absent. Alternates may attend and participate at any Operational Board meeting, but may not vote if the member is present. All designated alternates must be employed by, or be a member of, the representative entity from which the Operational Board designating member has been appointed.

B. POWERS

The Operational Board shall have the following powers and duties:

1. To create and amend the Center's By-Laws and to determine the general policy of the Center;
2. To have the responsibility of hiring an Executive Director;
3. To enter into contracts, including but not limited to contracts with the McLean County Emergency Telephone System Board and other government units for centralized communications, in the name of the Center subject to the approval of the members of this Intergovernmental Agreement;
4. To employ necessary personnel for:
 - a. the support of the operation and maintenance of an Enhanced 9-1-1 emergency telephone system under the jurisdiction of the McLean County Emergency Telephone System Board, subject to the provisions set forth in Article VII;
 - b. the operation and maintenance of a system adequately designed to handle citizens' non-emergency calls for police, fire, and other services as well as the dispatch of the members' field units, subject to the provisions set forth in Article VII;
5. To lease real property and to acquire, purchase, or lease personal property, including but not limited to equipment, machinery, furnishings and office supplies, subject to the approval of the members of this Intergovernmental Agreement;

6. To prepare an annual budget subject to the approval of the members of this Intergovernmental Agreement.
7. To have authority to create and appoint members to an Advisory Council. The operation of the Advisory Council will be conducted under the direction of the Operational Board. No action of the Advisory Council shall be binding on the Operational Board or the Center unless approved by the Operational Board.
8. To submit to the members of the Center an annual report of its activities and the condition of all funds under its jurisdiction including an external audit prepared in accordance with generally accepted accounting practices.
9. To hold meetings in accordance with the Open Meetings Act and exercise all powers necessary and incidental to carrying out the provisions set forth in Article I of this Intergovernmental Agreement.

ARTICLE IV

THE EXECUTIVE DIRECTOR

A. THE EXECUTIVE DIRECTOR

1. The Executive Director shall be the administrative head of the Center and shall be directly responsible to the Operational Board for the administration of the Center.
 - a. The Executive Director shall be appointed by and serve at the pleasure of the Operational Board;
 - b. The Executive Director shall be chosen on the basis of administrative and executive qualifications with special reference to actual experience in or knowledge of accepted practice with respect to the duties of office set forth hereunder.
2. Any vacancy in the office of the Executive Director shall be filled as soon as possible after the effective date of such vacancy, and, in case of absence or disability of the Executive Director, the Operational Board may designate any other qualified employee of the Center or any other qualified employee of any member of this Intergovernmental Agreement to perform the duties of Executive Director during such absence or disability.
3. The Executive Director may be removed by the Operational Board by a majority vote of the entire Board.

4. The powers, duties and salary of the Executive Director shall be determined by the Operational Board.

ARTICLE V

BUDGET

- A. The fiscal year of the Center shall coincide with that of the County which is the calendar year.
- B. The Executive Director shall prepare a proposed annual budget for the Operational Board to consider. After the Operational Board has approved the annual budget, it shall be submitted to the McLean County Board and the Normal Town Council for final approval.
- C. Upon approval of the annual budget by the members of this Intergovernmental Agreement, the Operational Board shall have the authority to fix cost-sharing charges for all of said members in an amount sufficient to provide the funds required by the current annual budget.
 1. Billing shall commence the 1st of the month commencing February 1st of each fiscal year of the Center. Each member shall pay its share of the billing no later than 30 days after receipt.
 2. All activities of the Center will be cost shared by the members of this Intergovernmental Agreement as follows:
 - a. Each member's proportionate annual share shall be subject to and determined by Article I and II of an INTERGOVERNMENTAL AGREEMENT between the CITY of BLOOMINGTON, TOWN of NORMAL, COUNTY of McLEAN and EMERGENCY TELEPHONE SYSTEM BOARD which terminated the City of Bloomington's membership in METCOM.
 - b. Commencing on January 1, 2009, each member's proportionate annual share shall be based upon its population as determined by the most recent U.S. Census, except that the County's proportionate share shall be based upon the population of the County minus the populations of the City of Bloomington and the Town of Normal.
 3. Each member of this Intergovernmental Agreement shall take all required actions to authorize the funds necessary to meet its financing obligations.
 4. After the adoption of the annual budget by the Operational Board and its approval by the members herein, the Executive Director and the Operational Board shall

make expenditures in accordance with such budget.

- a. The Operational Board shall have the power to transfer funds within the total budget amount in accordance with the law to meet unanticipated needs or to meet changed situations.
- b. Such action of the Operational Board shall be reported to the administration of each member of the Center.

ARTICLE VI

PERSONNEL

- A. All personnel employed by the Center shall be County employees subject to the supervision of the Operational Board.
- B. All personnel of the Center shall be appointed, evaluated, disciplined, promoted, demoted, and removed in accordance with the County's Personnel Policies and Procedures Ordinance unless the County and such personnel are parties to a collective bargaining agreement in which case said agreement is controlling unless otherwise provided by law.
- C. The Executive Director shall be the supervisor of all of the Center's employees.

ARTICLE VII

AUDIT

- A. An annual audit of the financial affairs of the Center shall be made by the Certified Public Accounting firm retained by the County. An audit shall be conducted at the end of each fiscal year in accordance with generally accepted accounting principles.
- B. An original copy of the annual audit report and accompanying management letter shall be delivered to each member of this Intergovernmental Agreement.

ARTICLE VIII

INDEMNIFICATION AND INSURANCE

- A. Each member of this Intergovernmental Agreement which is subject to a claim, of any nature, which arises as a consequence of the acts or omissions of such member's personnel in responding to, or providing emergency or non-emergency services pursuant to a dispatch via the Center (hereinafter "Claim") shall, at such member's sole expense, indemnify and hold harmless any other member, its officers, employees and agents from any cost, expense,

attorney fees, judgment or liability of any nature when any other member is/are subject to the same Claim solely as a consequence of such other member being a member of this Center.

Additionally, in the event the Center and/or its Operational Board, Executive Director, officers, employees and agents are subject to a Claim of any nature which arises as a consequence of the acts or omissions of a member's personnel in responding to a dispatch by the Center, such member shall, at its sole expense, indemnify and hold harmless from any cost, expense, attorney fees, judgments or liability of any nature the Center and/or its Operational Board, Executive Director, officers, employees, and agents unless it is determined that the Operational Board, Executive Director, officers, employees and agents of the Center acted in a willful and wanton negligent manner in connection with dispatching the personnel of the member of this Intergovernmental Agreement.

- B. In the event that a member should file suit or an action against the Center, all representatives of that member shall be prohibited from attending any meetings or discussions or having access to the results of such meetings or discussions related to the defense of the suit or action. The member's representatives shall have no direct access to any written communication concerning the matter except by legal process; and no representatives of the member shall be allowed to vote on any issue related to the suit or action.
- C. The Center, through its Operational Board, is authorized to obtain insurance for but not limited to fire, casualty, tort and civil rights liability and public official's bond. Each member of this Intergovernmental Agreement shall pay 50% of the total cost of such insurance.

ARTICLE IX

TERMINATION AND DISSOLUTION

- A. Any member of this Intergovernmental Agreement may terminate its membership subject to the following provisions:
 - 1. Such terminating member shall give written notice of its intent to terminate in the form of a certified copy of a Resolution passed by its governing authority to the other members of this Intergovernmental Agreement. A copy of the Resolution shall also be given to the Operational Board and the Executive Director of the Center.
 - 2. If a member is in breach of this Intergovernmental Agreement after thirty (30) days written notice of such breach has been given to such breaching member by the Operational Board, such breach shall constitute de facto notice of the breaching

member's notice to terminate its membership.

3. Termination of a member shall also constitute termination of its representative to the Operational Board.
4. The terminating member shall forfeit any and all interest, right, or title to the Center's property and assets of any kind whatsoever.
5. The terminating member shall be liable for all costs incurred by the Center as a result of the member's termination which include, but is not necessarily limited to attorney fees, court costs and interest on late payment of obligations.

B. Upon any such notice of termination:

1. Termination shall not take effect for a period of one (1) year from the first day of the Center's fiscal year next following such notice.
2. Upon the effective date of termination, such terminating member shall continue to be responsible for:
 - a. One Hundred Percent (100%) of its pro rata share of any unpaid obligations to the date of termination;
 - b. One Hundred Percent (100%) of its pro rata share of any contractual or lease obligations of the Center which were incurred during the period of time it was a member;
 - c. For any contractual obligations it has separately signed with the Center.

C. Upon the adoption of an Ordinance by a majority of the participating members to dissolve this Intergovernmental Agreement and cooperative venture, the Center shall be terminated and dissolved in accordance with the following:

1. Upon such termination and dissolution, and payment of all debts, all individual files and documentation shall be distributed to the member which has jurisdiction over the subject matter of the file or documentation without charge.
2. With the exception of the METCOM building located at 2411 East Empire Street, Bloomington, IL, the fixed assets of the Center shall be donated, without charge, to the McLean County Emergency Telephone System Board to be used solely for the operation and maintenance of an Enhanced 9-1-1 emergency telephone system.
3. All liabilities shall be paid by the members based upon each member's pro rata share

provided in Article V, Section C, 2.

ARTICLE X

AMENDMENTS

This Intergovernmental Agreement shall be binding upon all parties unless and until amended by agreement of all parties.

ARTICLE XI

SEVERABILITY

This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the agreement, or any part hereof, shall not render the remainder of this agreement invalid or unenforceable.

ARTICLE XII

EFFECTIVE DATE

This Intergovernmental Agreement shall continue in full force and effect beginning the ___ day of _____, 2006 until such time as it may be amended or revised by the same action that caused its adoption. The Intergovernmental Agreement entered into by the parties on March 10, 1997 is hereby repealed and replaced with this Agreement.

The parties hereto agree that the foregoing constitutes all of the agreement among all of the parties and in witness whereof, the parties have affixed their respective signatures on the date indicated below.

COUNTY OF McLEAN,

ATTEST:

Chairman, McLean County Board

County Clerk

Dated _____

Town of Normal,

ATTEST:

President

Town Clerk

Dated _____

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2006
Combined Annual Appropriation and Budget Ordinance
Metro McLean County Centralized Communications Center Fund 0452
MetCom Department 0030

WHEREAS, the McLean County Board, on November 15, 2005, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2006 Fiscal Year beginning January 1, 2006 and ending December 31, 2006; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Metro McLean County Centralized Communications Center (the "MetCom") Fund 0452; and,

WHEREAS, the unanticipated need to replace the Data Warehouse/Reporting server for the TriTech Computer Assisted Dispatch (CAD) system requires a hardware expense of \$13,700.00; and,

WHEREAS, MetCom recently received the invoice for MetCom's share of the 2006 maintenance fee for the StarCom 21 emergency radio system; and

WHEREAS, the MetCom Operations Board, at its regular meeting on November 17, 2006 voted to recommend approval of a request to appropriate \$58,700.00 from MetCom's unappropriated fund balance to purchase a new Data Warehouse/Reporting server for the TriTech Computer Assisted Dispatch (CAD) system and to pay MetCom's share of the 2006 maintenance fee for the StarCom 21 emergency radio system; and,

WHEREAS, the Justice Committee, at its regular meeting on December 4, 2006 recommended to the County Board approval of the request received from MetCom to amend the fiscal year 2006 adopted budget for MetCom to purchase a new Data Warehouse/Reporting server for the TriTech Computer Assisted Dispatch (CAD) system and to pay MetCom's share of the 2006 maintenance fee for the StarCom 21 emergency radio system by appropriating \$58,700.00 from the unappropriated fund balance of Fund 0452; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to make an Emergency Appropriation from the unappropriated fund balance of the MetCom Fund 0452 in the amount of \$58,700.00 and to amend the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance as follows:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MetCom			
Unappropriated Fund Balance			
0452-0030-0090-0400.0000	\$ 0.00	\$ 58,700.00	\$ 58,700.00

2. That the County Auditor is directed to amend the Fiscal Year 2006 Combined Annual Appropriation and Budget Ordinance by adding the following line-item appropriations in the MetCom Fund 0452, MetCom Department 0030:

(2)

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED</u>
MetCom Radio/Communications Equipment Maintenance 0452-0030-0090-0743.0001	\$ 79,750.00	\$ 45,000.00	\$124,750.00
MetCom Computer Equipment Purchase 0452-0030-0090-0833.0002	\$ 15,000.00	\$ 13,700.00	\$ 28,700.00
TOTAL:		\$ 58,700.00	

3. That the County Clerk shall provide a Certified Copy of this Ordinance to the County Auditor, County Treasurer, Director of MetCom and the County Administrator.

ADOPTED by the McLean County Board this 19th day of December, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

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**MASTER CONTRACT FOR LEASE OF SPACE IN THE
MCLEAN COUNTY JUVENILE DETENTION CENTER**

I. PURPOSE

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

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

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

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

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

II. PARTIES

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

III. TERMS

The transmitting County agrees to pay \$80 per detention day for detention days purchased under this agreement. If the transmitting County has no detention days left purchased under this agreement it shall pay the then going rate for detention days at the McLean County Juvenile Detention Facility.

Under this master agreement the transmitting County may purchase, by purchase order, any number of detention days it deems appropriate. Any part of a day shall be considered a detention day except those detainees housed more than 24 hours shall be billed for the first day of detention but not billed for the last day of detention. The Transmitting County may make multiple purchases of blocks of detention days under this agreement subject to available space.

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

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

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

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL AND MENTAL HEALTH CARE

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

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

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

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

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

IX. LIABILITY

The transmitting County agrees to save and hold harmless from any and all liability, claims, losses, damages, cost, expenses, or attorney fees (with the exceptions of any liability imposed for willful and wanton acts or negligence on the part of the receiving

County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

The receiving County agrees to indemnify the transmitting County for and against any liability resulting from negligent, willful or wanton acts or omissions of the receiving County in providing services set forth in this Agreement. The transmitting County shall waive any claims of damages or injury which it may have a right to assert against the receiving County which arises from the management, operation or maintenance of the McLean County Juvenile Detention Center as established by this Agreement, except claims for damage or injury resulting from willful or wanton conduct of an employee of the receiving County. Nothing in this Agreement is intended to modify or waive the protection of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, et. seq.).

X. SEVERABILITY

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

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

In providing all services pursuant to this Agreement, the receiving County shall abide by all laws and statutes, state and federal, ordinances, rules and regulations pertaining to, or regulating the provisions of such services, including those in effect and hereafter adopted.

Any violation of said laws, statutes, ordinances, rules and regulations shall constitute a material breach of the Agreement, and shall entitle the transmitting County to terminate this Agreement immediately upon written notice of termination to the receiving County.

XIII. AMENDMENT OF AGREEMENT

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

XIV. NOTICES

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

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

Casey ???
Director/Chief Probation Officer
Ford ??? Courthouse
???m 16
Paxton, IL ???56

XV. TERMINATION OF AGREEMENT

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

XVI. INTERPRETATION OF THIS AGREEMENT

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

XVII. CONTRACT PERIOD AND RENEWAL

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

APPROVED:

APPROVED:

Ford County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

ATTEST:

Ford County Clerk

McLean County Clerk

Date

Date

Y:/hug/documents/Master Contract Juvenile Detention Center.doc

PROGRAM TITLE: Juvenile Reporting Center Program Equipment Request

AGREEMENT NUMBER: 503603

PREVIOUS AGREEMENT NUMBER(S): N/A

ESTIMATED START DATE: October 1, 2006

SOURCES OF PROGRAM FUNDING:	Designated	Budgeted
<i>JAIBG FFY 03 Funds</i>	\$ 32,515	\$13,050
<i>County of McLean</i>	\$ 3,613	\$ 1,450
<i>Over-Matching Funds</i>	\$	
Total:	\$ 36,128	\$14,500

IMPLEMENTING AGENCY: McLean County on behalf of McLean County Juvenile Court Services

ADDRESS: 104 West Front Street
Room 103
Bloomington, IL
61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: Michael E. Sweeney
TITLE: County Board Chairman
TELEPHONE: (309) 828-2717
FAX: (309) 821-0404
E-MAIL: MichaelSweenz@aol.com

PROGRAM FINANCIAL OFFICER: Rebecca C. McNeil
TITLE: McLean County Treasurer
TELEPHONE: (309) 888-5180
FAX:
E-MAIL: Treasurer@mcleancountyil.gov

PROGRAM AGENCY: McLean County Extended Day Program

ADDRESS: 200 W. Front Street
Suite 500-D
Bloomington, IL 61701

PROGRAM DIRECTOR: Randy J. Macak
TITLE: Deputy Director
TELEPHONE: (309) 888-5432
FAX: (309) 888-5339
E-MAIL: randy.macak@mcleancountyil.gov

FISCAL CONTACT PERSON: Randy J. Macak
AGENCY: McLean County Extended Day Program
TITLE: Deputy Director
TELEPHONE: (309) 888-5432
FAX: (309) 888-5339
E-MAIL: randy.macak@mcleancountyil.gov

PROGRAM CONTACT PERSON: Randy J. Macak
TITLE: Deputy Director
TELEPHONE: (309) 888-5432
FAX: (309) 888-5339

INTERAGENCY AGREEMENT

Juvenile Accountability Incentive Block Grants Program

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 McLean County on behalf of McLean County Juvenile Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Room 103, Bloomington, Illinois, 61701, for implementation of the Juvenile Accountability Incentive Block Grants (JAIBG) 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, the Authority has been designated as the state agency to administer JAIBG Program funds received from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) pursuant to Public Law 108-7, and enters into interagency agreements with units of state and local government for the use of these JAIBG Program funds; and

WHEREAS, the Chairman of the Authority and the Chairman of the Illinois Juvenile Justice Commission jointly appointed the Illinois Juvenile Crime Enforcement Coalition to oversee the administration of the JAIBG Program; and

WHEREAS, the state is required to distribute at least 75% of JAIBG Program funds to units of local government based on a formula combining local law enforcement juvenile justice expenditures and reported Part 1 violent crime; and

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition notified eligible recipients and received responses for the JAIBG Program funds available to units of local government based on the required formula;

WHEREAS, the Illinois Juvenile Crime Enforcement Coalition made recommendations to the Authority regarding the allocation of JAIBG Program funds to units of state and local government in Illinois; and

WHEREAS, the Authority designated the Implementing Agency

to receive funds for the purpose of implementing a program in one or more of the following purpose areas:

1. Developing, implementing, and administering graduated sanctions for juvenile offenders;
2. Building, expanding, renovating, or operating temporary or permanent juvenile correction, detention, or community corrections facilities;
3. Hiring juvenile court judges, probation officers, and court-appointed defenders and special advocates, and funding pretrial services (including mental health screening and assessment) for juvenile offenders, to promote the effective and expeditious administration of the juvenile justice system;
4. Hiring additional prosecutors, so that more cases involving violent juvenile offenders can be prosecuted and backlogs reduced;
5. Providing funding to enable prosecutors to address drug, gang, and youth violence problems more effectively and for technology, equipment, and training to assist prosecutors in identifying and expediting the prosecution of violent juvenile offenders;
6. Establishing and maintaining training programs for law enforcement and other court personnel with respect to preventing and controlling juvenile crime;
7. The establishment of juvenile gun courts for the prosecution and adjudication of juvenile firearms offenders;
8. The establishment of drug court programs for juvenile offenders that provide continuing judicial supervision over juvenile offenders with substance abuse problems and the integrated administration of other sanctions and services for such offenders;
9. Establishing and maintaining a system of juvenile records designed to promote public safety;
10. Establishing and maintaining interagency information-sharing programs that enable the juvenile and criminal justice systems, schools, and social services agencies to make more informed decisions regarding the early identification, control,

- supervision, and treatment of juveniles who repeatedly commit serious delinquent or criminal acts;
11. Establishing and maintaining accountability-based programs designed to reduce recidivism among juveniles who are referred by law enforcement personnel or agencies;
 12. Establishing and maintaining programs to conduct risk and need assessments of juvenile offenders that facilitate the effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment to such offenders;
 13. Establishing and maintaining accountability-based programs that are designed to enhance school safety;
 14. Establishing and maintaining restorative justice programs;
 15. Establishing and maintaining programs to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing recidivism; and
 16. Hiring detention and corrections personnel, and establishing and maintaining training programs for such personnel to improve facility practices and programming.

NOW, THEREFORE, BE IT AGREED by and between the Authority and Implementing Agency as follows:

SECTION 1. DEFINITIONS / DESCRIPTIONS

"Coordinated Enforcement Plan for Reducing Juvenile Crime", hereinafter referred to as the "CEP", means a plan developed by a State or local Juvenile Crime Enforcement Coalition that is based on an analysis of juvenile justice systems needs. The analysis determines the most effective uses of funds, within the sixteen JAIBG program purpose areas, to achieve the greatest impact on reducing juvenile delinquency, improving the juvenile justice system, and increasing accountability for juvenile offenders.

"Restorative Justice Program" means a program that emphasizes the moral accountability of an offender toward the victim and the affected community and may include community reparations boards, restitution (in the form of monetary payment or service to the victim or, where no victim can be identified, service to the affected community), and mediation between victim and offender.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from October 1, 2006 through November 27, 2006.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in the Implementing Agency's CEP, 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.

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. PAYMENT

The maximum amount of federal funds payable under this agreement is \$32,515 and is dependent on the expenditure of matching funds as described in this agreement, Exhibit B, and Implementing Agency's CEP, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in the Implementing Agency's CEP and Exhibit A. Upon receipt of the fiscal and data reports described in this agreement, quarterly payments will be made to an Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. Due to the unique requirements of the program being funded, the first payment to the Implementing Agency may be in advance of performance in an amount, up to the full amount of this Agreement, determined by the Executive Director of the Authority. 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 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 5. MATCH

Federal funds from the JAIBG Program may be used to pay up to 90 percent of the costs described in Implementing Agency's CEP and Exhibit A. If the Implementing Agency will be using funds to construct a permanent juvenile corrections facility, the Implementing Agency must provide at least 50 percent of the total cost of the project. The Implementing Agency must provide the remaining nonfederal share in the form of cash match. Matching funds must be in addition to funds that would otherwise be made available for the program or project. Failure of the Implementing Agency to provide a cash match in the amount of at least \$3,613 shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and the return of funds already awarded.

The Implementing Agency shall maintain records clearly showing the source, the amount and the timing of all matching contributions.

SECTION 6. EXPENDITURES -- FEDERAL FUNDS AND MATCH

Only costs allowable under State and federal guidelines may be paid for with federal and matching funds, in accordance with the Program Description and Budget attached to this agreement and in Implementing Agency's CEP. Matching funds need not be

applied at the exact time or in proportion to the obligation of federal funds, but must be provided and obligated before the end date of this agreement.

The Implementing Agency must receive prior written approval by the Executive Director of the Authority for any expenditures of federal and matching funds that deviate from the budget items described in Implementing Agency's CEP and Exhibit B.

SECTION 7. NON-SUPPLANTATION

JAIBG program funds (Federal and match) cannot be used to supplant/replace State or local funds. The JAIBG program funds must increase the amount that would otherwise be available for juvenile accountability purposes from State and local sources.

SECTION 8. PROGRAM PURPOSE AREA DISTRIBUTION OF FUNDS CERTIFICATION

The Implementing Agency assures that, other than funds set aside for administration, not less than 45 percent of funds granted under this agreement is allocated for program purposes areas 3, 4, 5, 7, 8 or 15, and not less than 35 percent is allocated for program purpose areas 2, 10, or 11. If the Implementing Agency does not comply with the required percentages, the Implementing Agency certifies that the interests of public safety and juvenile crime control are better served by expending its funds in a different proportion.

SECTION 9. COORDINATED ENFORCEMENT PLAN FOR REDUCING JUVENILE CRIME

The Implementing Agency certifies that it has established a CEP developed by a Juvenile Crime Enforcement Coalition. Unless otherwise approved by the Authority, the Juvenile Crime Enforcement Coalition must consist of individuals representing (1) police, (2) sheriff, (3) prosecutor, (4) State or local probation services, (5) juvenile court, (6) schools, (7) business, and (8) religious affiliated, fraternal, nonprofit, or social service organizations involved in crime prevention. The Implementing Agency may add, or pursuant to OJJDP direction the Authority may require, additional representation.

SECTION 10. PROGRAM DESCRIPTION, BUDGET EXHIBITS AND AMENDMENTS

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 attached and incorporated Exhibit A, the Budget attached and incorporated as Exhibit B, and the program described in the Implementing Agency's CEP, which is incorporated into this Agreement.

The documents appended are made a part of this agreement, as exhibits and amendments as the case may be. Any amendment to this agreement must be signed by the parties to be effective. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits and amendments.

SECTION 11. 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 12. PROGRAM INCOME

All income, including income resulting from interest, generated as a direct result of the program described in Implementing Agency's CEP and 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. The Implementing Agency may retain program income for any purpose that furthers the objectives of the JAIBG Program. Implementing Agency shall report and account for such program income as required by the Authority.

SECTION 13. REPORTING AND EVALUATION REQUIREMENTS

The Implementing Agency shall submit progress reports covering every quarter, with quarters beginning at the start of the calendar year, by the 15th day of each month following the quarter. The Implementing Agency shall also submit fiscal reports on those dates detailing financial expenditures for the previous period. The Implementing Agency shall also file final progress and financial status reports, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 14. 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.

Records shall be maintained beyond the 3-year period if an audit or review is in progress or the findings of a completed audit or review have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit or review is completed or matters at issue are resolved satisfactorily.

SECTION 15. CLOSE-OUT REQUIREMENTS

Within 45 days after 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 progress and financial status reports; (b) property inventory report; and (c) other documents required by the Authority.

SECTION 16. 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 Generally Accepted Government Auditing Standards (GAGAS), 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 this agreement 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 17. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

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.

SECTION 18. 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 19. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of 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 20. 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 21. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with agreement funds shall be used for purposes of the program described in Implementing Agency's CEP and 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. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority, if the Implementing Agency fails to 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 with agreement funds 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.

If, for an item of equipment described in Implementing Agency's CEP and Exhibit A to be funded with either federal or matching 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 or matching 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.

Equipment purchased using federal or matching funds shall be year 2000 compliant and shall be able to process all time/date data after December 31, 1999.

SECTION 22. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the terms, conditions and provisions of the code apply to this agreement and 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. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 23. 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:

- The Fiscal Year 2003 Appropriations Act (Public Law 108-7), Juvenile Accountability Incentive Block Grants Program Guidance Manual, Version 3.0 (September

2000) and any future JABG Program Guidance Manuals, and Juvenile Accountability Incentive Block Grants Regulations (28 CFR Part 31).

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, Executive Order 12372, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

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 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; 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; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; and Part 83, Government-wide requirements for drug-free workplace (Grants).

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.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).

National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.

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.
- 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.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- 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 24. 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 OJJDP, 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 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 OJJDP, the Implementing Agency shall cooperate with OJJDP in any preparation by OJJDP of a national or program environmental assessment of that funded program or activity.

SECTION 25. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and OJJDP in complying with the National Historic Preservation Act (NHPA).

The Implementing Agency must establish and maintain records to determine if the structure is 50 years or older. If any portion of the structure is 50 years or older, the Implementing Agency shall contact the Authority. The Implementing Agency shall provide the Authority with any information needed to comply with NHPA.

This may include assisting the Authority and OJJDP in consulting with the State Historic Preservation Office and amending the proposed renovation to avoid any potential adverse impact to an historic structure. The Implementing Agency cannot begin the proposed renovation of a structure 50 years or older until the Implementing Agency receives written approval from the Authority.

The Implementing Agency acknowledges that this section applies to proposed renovation work whether or not it is being specifically funded with federal grant or matching funds. As long as the proposed renovation is being conducted by the Implementing Agency or any third party to accommodate the use of the federal grant or matching funds, the Implementing Agency must assist the Authority and OJJDP in complying with the NHPA.

If the records established and maintained by the Implementing Agency clearly document that the structure is less than 50 years old, the Implementing Agency must submit these documents to the Authority to receive approval for the proposed renovation being exempt from the NHPA.

SECTION 26. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

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 27. CIVIL RIGHTS COMPLIANCE CERTIFICATION

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;
- 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 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 shall complete and submit the Civil Rights Certification. If the Implementing Agency has had findings of discrimination within the past 5 years, a copy of any findings of discrimination must be sent to the Authority along with the Certification.

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 28. 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.

If a project has a research or statistical project component under which information identifiable to a private person will be collected, then the Implementing Agency must submit a Privacy Certificate. The Certificate shall briefly describe the project and contain certain privacy assurances as enumerated in the Confidentiality of Identifiable Research and Statistical Information Regulations. (28 C.F.R. Part 22).

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 Implementing Agency's CEP and 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 29. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

As required by the Authority, the Implementing Agency shall complete and submit the Certification Regarding A Drug-Free Workplace. The Implementing Agency 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. Further, the Implementing Agency shall certify that it nor its principals have been convicted of, indicted for, or criminal or civilly charged by a government entity for fraud, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, and have not had a public transaction terminated for cause or default.

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 30. LOBBYING CERTIFICATION

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. The Implementing Agency understands

and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.

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 31. 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 32. 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 33. 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 34. 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 35. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the juvenile and adult reporting provisions contained in the Criminal Identification Act (20 ILCS 2630) and the Juvenile Court Act (705 ILCS 405), when applicable. The Implementing Agency 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 36. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

If the program described in Implementing Agency's CEP or 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 37. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office of Juvenile Justice and Delinquency Prevention 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 38. 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 39. 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. Any such publication shall contain the following statement:

"This program was supported by Grant # 2003-JB-BX-0055, awarded by the Office of Juvenile Justice and Delinquency Prevention, 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."

Publications subject to these requirements include any written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements,

training fliers, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

SECTION 40. 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: McLean County on behalf of McLean County Juvenile Court Services

Taxpayer Identification Number: 37-6001569

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status:

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

SECTION 41. 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, Office of Juvenile Justice and Delinquency Prevention

- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.523 Juvenile Accountability Incentive Block Grants (JAIBG)
- Grant Award Name and Number: Juvenile Accountability Incentive Block Grants Program (2003-JB-BX-0055)
- Grant Award Year: Federal Fiscal Year 2003

SECTION 42. 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 43. 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 44. 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 45. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency

- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 45.5 SPECIAL CONDITION FOR CONTRACTORS

If the contractor payment rate exceeds \$450 for an 8 hour day (exceeds \$56.25 per hour), the Implementing Agency must submit written justification for that payment rate for PRIOR Authority review and approval.

If the contractor payment rate is \$450 or less for an 8 hour day, the written justification must be maintained on-site by the Implementing Agency and made available for review and approval by the Authority during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, the Implementing Agency may be required to submit this justification for Authority review and approval as directed by the Authority.

The written justification for these contractor payments must follow the Authority's required format, which the Authority will provide to the Implementing Agency.

In addition, the Implementing Agency must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Authority review and approval, PRIOR to their approval and execution by the Implementing Agency. Other contracts may be requested for review, at the discretion of the Authority

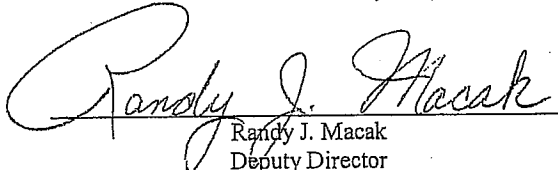
SECTION 46. ACCEPTANCE

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 F. Sweeney
County Board Chair
McLean County
Date

Rebecca C. McNeil
Treasurer
McLean County
Date



Randy J. Macak
Deputy Director
McLean County Juvenile Court Services
11-20-06
Date

**EXHIBIT A:
PROGRAM NARRATIVE**

JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM

Please respond to each of the items in the following seven sections. The answers to these questions will be your proposal. You may use additional sheets if necessary.

I. Description of Organization

In this section, we are trying to gain a general sense of your agency's overall goals and activities, NOT solely the program for which you are seeking JAIBG funds.

1. Please provide a *brief* description of the program agency.

McLean County Juvenile Probation serves minors under the age of 17 years at the time of the offense. McLean County Juvenile Probation provides an array of services including Diversion, Court Supervision, Probation, Early Intervention Probation, Intensive Probation, Community Service Employment, and Extended Day Program Services. McLean County Juvenile Probation is dedicated to establishing evidence-based practices in the supervision and rehabilitation of juvenile offenders.

II. Summary of Program

This section will help us understand the program for which you are seeking JABG (federal and match) funds. **Do not** include a description of activities that will not be funded through JABG.

1. List the Goal(s) and Objective(s) of this program.

Goal(s):

To purchase necessary equipment for juvenile reporting centers needed to enable juvenile courts and juvenile probation officers to be more effective and efficient in holding juvenile offenders accountable and reducing juvenile recidivism.

Objective(s):

Equipment purchased.

2. Please provide the JABG purpose area(s) this program will address.

JABG Purpose Area: # 12

JABG Purpose Area: #_

JABG Purpose Area: #_

3. Please provide a narrative description of the Juvenile Reporting Center Program's equipment needs. This explanation should not exceed one page and should include (a) how the equipment purchase will further the JABIG purpose areas selected above. This section should also include a Statement of Need and Impact – The narrative must respond to the following questions:

What equipment is needed?

Why is the requested equipment needed to support the operation of the program, and what will the equipment be used for?

Discuss how this will improve the program's effectiveness.

If replacement equipment is being sought, state the number of years or time span the equipment to be replaced has been in use, and the general condition of the equipment (for vehicle requests, the mileage of the vehicle being replaced must be included).

If multiple items of equipment will be requested, provide a numbered, prioritized list with item #1 being the item most needed. (To equitably fund as many requests as feasible, requests for multiple items of equipment may be partially funded.

Prioritization of the request will insure that items most needed are considered.)

The McLean County Extended Day Program (EDP) is in need of updated computers for the entire Juvenile staff, with at least one computer having DVD burning capability. Current computers are seven or more years old and by computer standards are considered antiquated. The computers run slowly, especially with the introduction of new, modern programs such as Integrated Justice Systems, LEADS, and the Youth Assessment Screening Instrument (YASI). Many computer monitors are blurry and difficult to read.

New computers will facilitate more effective communication between the Extended Day Program staff and the rest of the Juvenile Division. The Extended Day Program is attempting to implement electronic forms of communication for progress reports, calendar of events, program referrals, etc. Furthermore, the Extended Day Program would intend to use these computers to produce DVD copies of evidenced-based practices such as Cognitive Behavior groups for training purposes for youth and Juvenile Probation officers.

Electronically generated and disseminated progress reports allow Juvenile Probation Officers more timely and expedient acquisition of information that can expedite the delivery of sanctions or rewards. An electronically generated calendar of events allows for easier access for Juvenile Probation Officers and members of the Extended Day Program team and more timely awareness of changes in the calendar. Electronic referrals to the program accelerates the admission process through quicker dissemination, reducing loss or misplacement of referrals and the duplication of effort associated with a paper referral process. The Extended Day Program team is implementing more evidenced-based practices into the administration of the program.

Videotaping role-playing exercises and converting to DVD will be an effective way to introduce material and would be beneficial in training offenders and staff.

4. Discuss progress made toward securing other funds to continue the program upon expiration of federal funding.

This is a proposal to purchase necessary equipment for the enhancement of the Juvenile Reporting Center Program. This is a one-time funding request.

III. Statement of Problem

This section should document the problem(s) faced by juveniles in your area that explains why this equipment is needed. Describe the juvenile crime and delinquency problem in your area and how it has changed in recent years. If the problem is system-oriented (e.g. insufficient number of detention beds), provide sufficient information to describe how the problem developed. Include as much quantitative data as possible; anecdotal information should be provided only if it supports quantitative data. Be sure to include a description of current efforts to address the problem(s), along with an explanation of why these efforts are not sufficiently reducing or eliminating the problem. When applicable, provide information that demonstrates an understanding of previous effective and/or ineffective efforts to address similar problems. Please limit your problem statement to two pages.

McLean County Court Services recognizes that many traditional approaches to dealing with juvenile delinquents have not proven to be as effective as desired. Juvenile probation often employed "talking cures" which research has shown is not effective in addressing juvenile delinquency and recidivism. Talking to minors often fails to explore the manner in which the minor learns, the minors' level of motivation to change, and accessibility to resources in order to be successful. Furthermore, little is done to change the way the minor thinks and makes decisions. Programs that have empirical evidence that show promise are programs such as the Extended Day Program.

McLean County is concerned with the number of juvenile offenders who are recidivating by either technical or criminal violations of probation. In 2005, sixty-eight petitions to revoke probation were filed, while the average number of minors on probation averaged 180. Additionally, twenty-six of juvenile recidivists were detained in the McLean County Juvenile Detention Center on requests for apprehension for probation violations. Of all the detention admissions in 2005, 14% were for violations of probation. This reduces the number of beds available at the detention center. The McLean County Extended Day Program hopes to reduce the number of probation violations (both technical and criminal) and detention admissions by requiring minors who score moderate or high on the YASI to attend the Extended Day Program immediately after sentencing. Also, minors who have violated probation may be sanctioned to the Extended Day Program in lieu of secure detention. The goal is to use Extended Day Program services as a "springboard" to

success on probation.

In order to reduce recidivism in minors, it is imperative that evidence-based practices are employed. In addition to traditional Extended Day Program services (tutoring, life skills, community service), the Extended Day Program is implementing Cognitive probation groups and a system of rewards to acknowledge appropriate, pro-social behaviors. Minors can earn a "Caught Being Good" coupon which is redeemable for individual or group incentives.

Computers alone will not address the recidivism rate in McLean County; however they are instruments that can assist in that effort. Computers are needed to complete a YASI which determines not only a minors risk level but also static and protective factors. With this information, EDP team members can plan programming that is directed towards the criminogenic factors affecting the minors. Role-playing exercises used in Cognitive therapy will be video-taped and transferred to DVD for training of staff and learning exercises for minors. Additionally, the ability of the EDP team to communicate with staff electronically and more efficiently will aid in the disbursement of rewards from juvenile officers in a more timely fashion, which strengthens the effect of the reinforcement.

IV. Progress Review

This section should be filled out if this is a continuing grant only. If you are applying for a new grant, please mark N/A in each box and continue on to Section V.

1. Explain program progress during the past funding cycle(s) and progress toward program performance measures.

N/A

2. Explain the impact the federal funds have had on your existing juvenile justice program.

N/A

V. Performance Measurement

In this section, the applicant should list the performance measures that will be used to measure progress throughout the grant period. Each grantee receiving JAIBG funds is responsible for collecting information on performance indicators. All of the information regarding purpose areas and performance indicators (i.e., output indicators, short-term outcomes, and intermediate-term outcomes) must be selected from the options provided.

These indicators should not be altered; doing so will preclude the ability of the state and federal efforts to aggregate the data provided. Outcome indicators, short-term outcomes, and intermediate-term outcomes should be selected based upon their relevance to the program's objective(s).

1. Please provide the appropriate performance measures for each JAIBG purpose area the program will address. You are required to establish performance measures for each indicator (i.e. select at least one output indicator, one short-term outcome indicator, and one intermediate term outcome indicator for each purpose area).

JABG PURPOSE AREA (from Ex A Instructions)	PERFORMANCE MEASURE (from Appendix A)	DATA FOR EACH PERFORMANCE MEASURE (from Appendix B)
12. Establishing and maintaining programs to conduct risk and needs assessments of juvenile offenders that facilitate the effective early intervention and the provision of comprehensive services, including mental health screening and treatment and substance abuse testing and treatment to such offenders.	Output Indicator #4. Number and percent of assessment staff with specialized training.	a. Number of assessments. b. Number of staff that conduct assessments. c. Percent (a/b)
	Short-term Outcome Indicator #5: Number and percent of youth fully assessed using risk and needs assessments.	a. Number of youth. b. Number of assessments completed by youth. c. Percent (a/b)
	Intermediate Outcome Indicator #14: Number and percent of times services identified through youth assessment are actually received by the assessed youth.	a. Number of services. b. Number of services used from assessments. c. Percent (a/b)

VI. Implementation Schedule

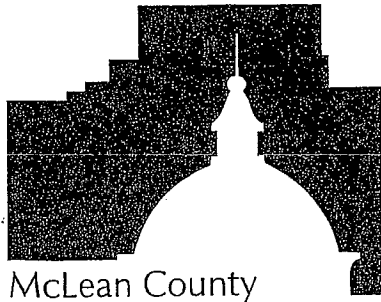
The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The Implementation Schedule should indicate: the JAIBG funded activities and services that will be provided; the month the activity/service begins; the month the activity/service is completed; the personnel responsible for each activity/service; and the frequency with which the activity/service will be provided. Please use the following implementation schedule form using examples as a guide.

EXHIBIT B: BUDGET

McLean County on behalf of McLean County Juvenile Court Services
Juvenile Repeating Center Program Equipment Request
Agreement #503603

IDENTIFICATION OF SOURCES OF FUNDING

	<u>SOURCE</u>		<u>AMOUNT</u>
Federal Amount:	Juvenile Accountability Initiative Block Grant FFY03	\$	13,050
		Subtotal:	\$ 13,050
Match:	County of McLean	\$	1,450
		Subtotal:	\$ 1,450
Over-Match:	None		
		Subtotal:	\$ -
	GRAND TOTAL		\$14,500.00



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: Judge Elizabeth Robb

Date: November 27, 2006

Re: Grant Proposal

I am writing to request the authorization to apply for a grant through the US Department of Justice for a mental health court planning grant.

McLean County would be requesting \$50,000 to use to determine if McLean County is in need of a mental health court and if so, how the court would be developed. There would be no new employees in this grant request. There is a 20% match.

This proposal has the support of Chief Judge Elizabeth Robb, States Attorney Bill Yoder, Public Defender Amy Davis, as well as several social service agencies in the community.

I will be present at the Justice committee meeting to discuss this issue with you in detail.

