

### JUSTICE COMMITTEE AGENDA Government Center, Room 400

### Monday, January 9, 2006

### 5:00 p.m.

| 1. | Roll C | Call           |         |  |    |      |
|----|--------|----------------|---------|--|----|------|
| 2. | Chair  | man's <i>i</i> | Approv  | val of Minutes – December 5, 2005  |    |      |
| 3. | Appea  | arance         | by Me   | embers of the Public   |    |      |
| 4. | Depa   | rtmenta        | al Matt | ers:   |    |      |
|    | A.     | Bill G         |         | n, Director, 911 Administration<br>s to be Presented for Information:<br>Status Reports, November 2005<br>General Report<br>Other      |    | 1-9  |
|    | B.     | Sandy<br>1)    | -       | er, McLean County Circuit Clerk<br>s to be Presented for Information:<br>Statistical Reports, November 2005<br>General Report<br>Other | 10 | 0-18 |
|    | C.     | Cindy<br>1)    |         | I, Jury Commission s to be Presented for Information: Jury Commission Yearly Report General Report Other                               | 19 | 9-27 |

| D. | Amy I          |                | Public Defender s to be Presented for Information: Monthly Caseload Report, November 2005 General Report Other   | 28-30             |
|----|----------------|----------------|--|-------------------|
| E. | Bill Yo        |                | McLean County State's Attorney s to be Presented for Action: Request Approval of a Transfer Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance   | 31                |
|    | 2)             | Items          | s to be Presented for Information:   | 31                |
|    | ,              | a)<br>b)<br>c) | Monthly Caseload Report<br>General Report<br>Other   | 32-33             |
| F. | Billie I<br>1) |                | , Director, Children's Advocacy Center s to be Presented for Action:  Request Approval of Interagency Agreement #205207 between the Illinois Criminal Justice Information Authority and the Children's Advocacy Center for the Implementation of the Child |                   |
|    | ۵)             | 14             | Advocacy Center Services Program   | 34-82             |
|    | 2)             | a) b) c) d) e) | s to be Presented for Information: 2005 Year End Report Monthly Statistical Report CASA Report General Report Other  | 83-94<br>95<br>96 |
| G. | Roxar<br>1)    |                | astleman, Director, Court Services s to be Presented for Action: Request Approval to Accept a Grant from the Illinois Criminal Justice Information Authority to Fund a Domestic  | 07.450            |
|    | 2)             |                | Violence Multi-Disciplinary Team Program s to be Presented for Information:  | 97-150            |
|    |                | a)             | Court Services Adult/Juvenile Division Statistics, November 2005   | 151-152           |
|    |                | b)             | Juvenile Detention Center –  | 101 102           |
|    |                | ۵)             | McLean County Statistics, 2005   | 153-155           |
|    |                | c)             | Juvenile Detention Center – Out of County Statistics, 2005   | 156_158           |

| Н. | David  | Owen         | s, McLean County Sheriff                      |         |
|----|--------|--------------|---|---------|
|    | 1)     |              | to be Presented for Action:                   |         |
|    | .,     | a)           | Request Approval of Clothing Bid              |         |
|    |        | ,            | with Ray O'Herron Co. for Police Uniforms     |         |
|    |        |              | and Equipment Purchases from February 1, 2006 |         |
|    |        |              | to January 31, 2007 for Sheriff's Department  | 159-181 |
|    |        | b)           | Request Approval of 2006 Vehicle Bids         |         |
|    |        |              | for Sheriff's Department and Coroner's        |         |
|    |        |              | Office  | 182-183 |
|    | 2)     | <u>Items</u> | to be Presented for Information:              |         |
|    |        | a)           | McLean County Detention Facility              |         |
|    |        |              | Population Report, December 2005              | 184-185 |
|    |        | b)           | General Report                                |         |
|    |        | c)           | Other   |         |
| 1. | Beth 0 | C. Kimr      | merling, McLean County Coroner                |         |
|    | 1)     |              | to be Presented for Information:              |         |

5. Other Business and Communication

a)

b) c)

d)

e)

General Report

Other

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

General Report

Other

Monthly Report, November 2005

186

7. Adjournment

E:\ann\agenda\justice\j\_January.06

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698

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761

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1676

1997

1581

2000-

2500-

3000-

1500-

2430

2814

Total CAD Responses January to November 2005

■Fire/EMS ■Law Enforce ■Total

Total

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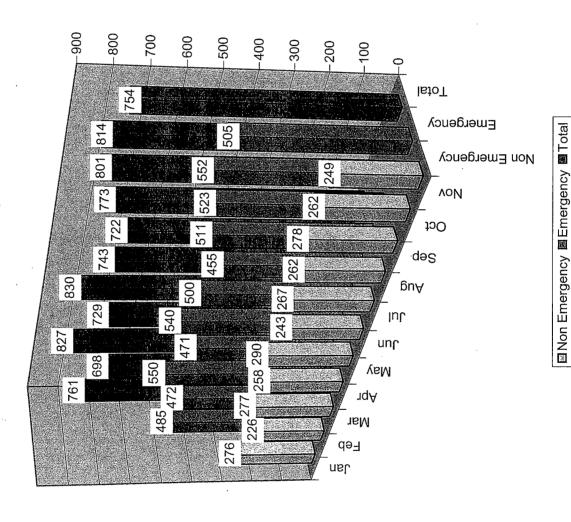
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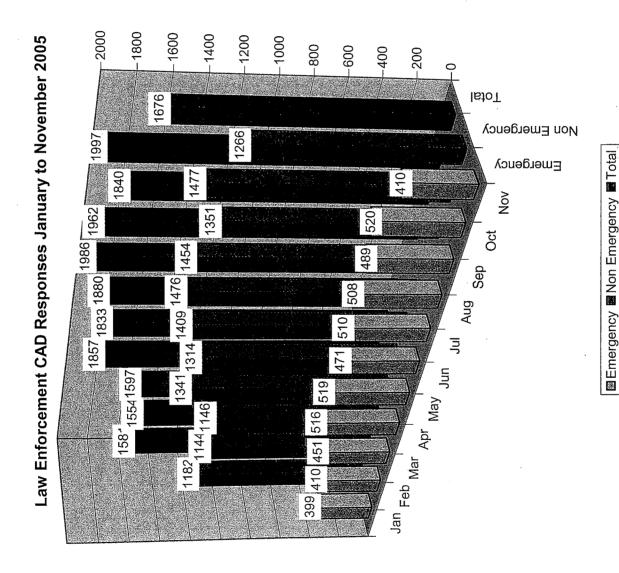
Law Enforce

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Fire/EMS

CAD Fire Responses January to November 2005





C:\Program Files\CML EMERGENCY SERVICES\Sentinel MIS Suite\Sentinel Stats\Output Reports\rightarigntimeavenov05.mdb

Rio!! Time Ave\ ~ Novermber 2005

Report template: Momnly Ringing Time Ranges

My Company (
Report run: 20-Dee-1005 10:30:57
Run by operator: My Name
Add more info here...

From: <u>01-Nov-20U5</u> 12:00:00 Until: 30-Nov-2005 23:59:59 Requested perl

| report templates transmit templates transport | Analyzing subject type: Position Group entity: All |  |
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|              |       |               | Call Con     | Call Count per Ran2e |              |              |              |
|--------------|-------|---------------|--------------|----------------------|--------------|--------------|--------------|
| Nov-2005     |       |               |              | ı                    |              |              |              |
|              | Total | 0 to 9 see    | 10 to 18 see | 19 to 27 see         | 28 to 36 see | 37 to 45 see | 46 to 54 see |
| 911 Incoming | 5593  | 5417 (96.9%)  | 170 (3.0%)   | 5 (0.1%)             | I (0.0%)     | 0 (0.0%)     | 0 (0.0%)     |
| Adm Incoming | 11540 | 11464 (99.3%) | 64 (0.6%)    | 10 (0.1%)            | I (0.0%)     | 0 (0.0%)     | I (0.0%)     |
| Total        | 17133 | 16881 (98.5%) | 234 (1.4%)   | 15 (0.1%)            | 2 (0.0%)     | 0 (0.0%)     | I (0.0%)     |

My Company ( Report run: 20-Dec-L005 10:53:46 Run by operator: My Name Add more info here...

Nov-2005

Monthly Inci 'ne: Call Types

From: 01-Nov-20U5 12:00:1 Until: 30-Nov-2005 23:59:5

Abandoned

211 (3.8%)

Report template: Monthly Incoming Call Types Analyzing subject type: Position Group entity: All

1 (0.0%) TTY2542 (46.3%) Wireless 2951 (53.7%) Wireline Total Calls 5493 1148 Adm Incoming 911 Incoming

<del>1</del>6974

Total

### NOVEMBER, 2005

| ERROR<br>NO ALI   |                                     |                 |        |          |    |  |  |  |
|---|-------------------------------------|-----------------|--------|----------|----|--|--|--|
|   | NUMBER                              | CORRECTED       | TESTED | COMPLETE |    |  |  |  |
|   | 4                                   | 4               |        |          |    |  |  |  |
| NO ANI  |                                     |                 |        |          |    |  |  |  |
|   |                                     | CORRECTED       | TESTED |          |    |  |  |  |
|   | 9                                   |                 |        | 9        |    |  |  |  |
| INCORRE   | CT ADDRE                            | SS<br>CORRECTED | TESTED | COMPLETE |    |  |  |  |
|   | 2                                   | 2               |        |          |    |  |  |  |
| MSAG-STREET RANGE/COMMUNITY  NUMBER CORRECTED TESTED COMPLETE |                                     |                 |        |          |    |  |  |  |
|   | 0                                   | 0               |        | 0        |    |  |  |  |
|   | ASSIGNED ADDRESSES-UNINCORPORATED 0 |                 |        |          |    |  |  |  |
| NEW ROA   | NDS (NEW                            | MSAG LISTING    | i)     |          | 0  |  |  |  |
| TOTAL EI  | PODE                                |                 |        | ]        | 15 |  |  |  |
| TOTAL E   |                                     | 9               |        |          |    |  |  |  |

My Company

Report run: 09-Dec-2005 14:52:52 Run by operator: My Name Add more info here... Requested period:

From: 01-Nov-2005 12:00:00 Until: 30-Nov-2005 23:59:59

### Daily Incomin2: Call November 2005

Report template: Daily Incoming Call for 911 and Admin Analyzing subject type: Position Group entity: All

### METCOM

| <u>Date</u>  | Calls |
|--------------|-------|
| 01-Nov-2005  | 337   |
| 02-Nov-2005  | 473   |
| 03-Nov-2005  | 526   |
| 04-Nov-2005  | 617   |
| 05-Nov-2005  | 668   |
| 06-Nov-2005  | 460   |
| 07-Nov-2005  | 477   |
| 08-Nov-2005  | 508   |
| 09-Nov-2005  | 575   |
| 10-Nov-2005  | 556   |
| II-Nov-2005  | 661   |
| 12-Nov-2005  | 595   |
| 13-Nov-2005  | 478   |
| 14-Nov-2005  | 560   |
| 15-Nov-2005  | 580   |
| 6-Nov-2005   | 546   |
| 17-Nov-2005  | 542   |
| 18-Nov-2005  | 560   |
| 19-Nov-2005  | 497   |
| .20-Nov-2005 | 461   |
| 21-Nov-2005  | 445   |
| 22-Nov-2005  | 464   |
| 23-Nov-2005  | ,523  |
| 24-Nov-2005  | 340   |
| 25-Nov-2005  | 491   |
| 26-Nov-2005  | 474   |
| 27-Nov-2005  | 421   |
| 28-Nov-2005  | 489   |
| 29-Nov-2005  | 499   |
| 30-Nov-2005  | 434   |
|              |       |

Total:

15257

(508.6/ Day)

My Company Report run: 09-Dec-2005 14:52:52 Run by operator: My Name Add more info here...

Reauested period:

From: 01-Nov-2005 12:00:00 Until: 30-Nov-2005 23:59:59

### Daily Incomine: Call November 2005

Report template: Daily Incoming Call for 911 and Admin Analyzing subject type: Position Group entity: All

### **METNOR**

| Date        | Calls           |
|-------------|-----------------|
| 01-Nov-2005 | 38              |
| 02-Nov-2005 | 56              |
| 03-Nov-2005 | 55              |
| 04-Nov-2005 | 67              |
| 05-Nov-2005 | 62              |
| 06-Nov-2005 | 43              |
| 07-Nov-2005 | 46              |
| 08-Nov-2005 | 58              |
| 09-Nov-2005 | 76              |
| 10-Nov-2005 | - 41            |
| 11-Nov-2005 | 68              |
| 12-Nov-2005 | 64              |
| 13-Nov-2005 | 48              |
| 14-Nov-2005 | 65              |
| 15-Nov-2005 | 73              |
| 16-Nov-2005 | <sub>:</sub> 60 |
| 17-Nov-2005 | 60              |
| 18-Nov-2005 | 75              |
| 19-Nov-2005 | 49              |
| 20-Nov-2005 | 45              |
| 21-Nov-2005 | 54              |
| 22-Nov-2005 | 57              |
| 23-Nov-2005 | 65              |
| 24-Nov-2005 | 52              |
| 25-Nov-2005 | 50              |
| 26-Nov-2005 | 56<br>47        |
| 27-Nov-2005 | 47<br>57        |
| 28-Nov-2005 | 57<br>64        |
| 29-Nov-2005 | 66              |
| 30-Nov-2005 |                 |
| Total:      | 1717            |

(57.2 / Day)

My Company

Report run: 09-Dec-2005 14:52:52

Run by operator: My Name Add more info here...

Requested period:

From: 01-Nov-2005 12:00:00 Until: 30-Nov-2005 23:59:59

### **Daily Incoming: Call November 2005**

Report template: Daily Incoming Call for 911 and Admin Analyzing subject type: Position Group entity: All

### TRAIN

| Date        | <u>Calls</u> |
|-------------|--------------|
| 01-Nov-2005 | 0            |
| 02-Nov-2005 | 0            |
| 03-Nov-2005 | 0            |
| 04-Nov-2005 | 0            |
| 05-Nov-2005 | 0            |
| 06-Nov-2005 | 0.           |
| 07-Nov-2005 | 0            |
| OS-Nov-2005 | 0            |
| 09-Nov-2005 | 0            |
| 10-Nov-2005 | 0            |
| 11-Nov-2005 | 0            |
| 12-Nov-2005 | . 0          |
| 13-Nov-2005 | 0            |
| 14-Nov-2005 | 0            |
| 15-Nov-2005 | 0            |
| 16-Nov-2005 | 0            |
| 17-Nov-2005 | 0            |
| IS-Nov-2005 | 0            |
| 19-Nov-2005 | 0            |
| 20-Nov-2005 | 0            |
| 21-Nov-2005 | 0            |
| 22-Nov-2005 | . 0          |
| 23-Nov-2005 | 0            |
| 24-Nov-2005 | 0            |
| 25-Nov-2005 | 0            |
| 26-Nov-2005 | 0            |
| 27-Nov-2005 | 0            |
| 2S-Nov-2005 | 0            |
| 29-Nov-2005 | 0            |
| 30-Nov-2005 | 0            |
| TD - A - I  |              |
| Total:      | 0            |

g

(0.0 / Day)

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

| CATEGORY                    | BEGIN<br>PENDING | CODE | NEW<br>FILED | REINSTATED | DISPOSED | END<br>PENDING<br>2005 | END<br>PENDING<br>2004 |
|-----------------------------|------------------|------|--------------|------------|----------|------------------------|------------------------|
| Adoption                    | 22               | AD   | 4            | 0          | 6        | 20                     | 20                     |
| Arbitration                 | 246              | AR   | 76           | 8          | 73       | 257                    | 251                    |
| Chancery                    | 220              | СН   | 29           | 0          | 22       | 227                    | 194                    |
| Dissolution of Marriage     | 439              | D    | 48           | 0          | 38       | 449                    | 569                    |
| Eminent Domain              | 2                | ED   | 0            | 0          | 0        | 2                      | 7                      |
| Family                      | 286              | F    | 34           | 0          | 37       | 283                    | 184                    |
| Law => \$50,000 - Jury      | 292              | L    | 7            | 0          | 5        | 294                    | 268                    |
| Law = > \$50,000 - Non-Jury | 161              | L    | 9            | 0          | 7        | 163                    | 132                    |
| Law = < \$50,000 - Jury     | 3                | LM   | 0            | 0          | 2        | 1                      | 8                      |
| Law = < \$50,000 - Non-Jury | 120              | LM   | 69           | 2          | 82       | 109                    | 114                    |
| Municipal Corporation       | 1                | МС   | 0            | 0          | 0        | 1                      | 1                      |
| Mental Health               | 11               | МН   | 11           | 0          | 9        | 13                     | 11                     |
| Miscellaneous Remedy        | 128              | MR   | 28           | 0          | 28       | 128                    | 176                    |
| Order of Protection         | 20               | OP   | 10           | 0          | 20       | 10                     | 14                     |
| Probate                     | 1,096            | Р    | 20           | 0          | 12       | 1,104                  | 1,081                  |
| Small Claim                 | 464              | SC   | 175          | 52         | 303      | 388                    | 418                    |
| Tax                         | 6                | TX   | C            | 0          | 0        | 6                      | 5                      |
| TOTAL CIVIL                 | 3,517            | ,    | 520          | 62         | 644      | 3,455                  | 3,453                  |

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

|                         | BEGIN<br>PENDING | CODE | NEW<br>FILED | NO. OF<br>DEFTS.<br>NEW | REINSTATED | DISPOSED | END<br>PENDING<br>2005 | END<br>PENDING<br>2004 |
|-------------------------|------------------|------|--------------|-------------------------|------------|----------|------------------------|------------------------|
| CONTEMPT OF             | 3                | C.C. | 0            | 0                       | 0          | 0        | 3                      | 5                      |
| CRIMINAL<br>FELONY      | 838              | CF   | 89           | 89                      | 0          | 105      | 822                    | 774                    |
| CRIMINAL<br>MISDEMEANOR | 912              | СМ   | 163          | 163                     | 0          | 269      | 806                    | 880                    |
| TOTAL<br>CRIMINAL       | 1,753            |      | 252          | 252                     | 0          | 374      | 1,631                  | 1,659                  |

### REPORT C ACTIVITY OF ALL JUVENILE CASES DURING THE MONTH OF NOVEMBER 2005 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

| CATEGORY                       | BEGIN<br>PENDING | CODE | NEW<br>FILED | NO. OF<br>DEFTS.<br>NEW | REINSTATED | DISPOSED | END<br>PENDING<br>2005 | END<br>PENDING<br>2004 |
|--------------------------------|------------------|------|--------------|-------------------------|------------|----------|------------------------|------------------------|
| JUVENILE                       | 17               | J    | 0            | 0                       | 1          | 0        | 18                     | 20                     |
| JUVENILE<br>ABUSE &<br>NEGLECT | 287              | JA   | 5            | 5                       | 1          | 6        | 287                    | 313                    |
| JUVENILE<br>DELINQUENT         | 114              | JD   | 21           | 21                      | 7          | 22       | 120                    | 98                     |
| TOTAL<br>JUVENILE              | 418              |      | 26           | 26                      | 9          | 28       | 425                    | 431                    |

### CORRECTED REPORT D ACTIVITY OF ALL OF ALL DUI/TRAFFIC/CONSERVATON/ORDINANCE CASES DURING THE MONTH OF NOVEMBER 2005 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY

| CATEGORY                       | BEGIN<br>PENDING | CODE | NEW<br>FILED | REINSTATED | DISPOSED | END<br>PENDING<br>2005 | END<br>PENDING<br>2004 |
|--------------------------------|------------------|------|--------------|------------|----------|------------------------|------------------------|
| CONSERVATION VIOLATION         | 10               | CV   | 7            | 0          | 2        | 15                     | 17                     |
| DRIVING UNDER<br>THE INFLUENCE | 441              | DT   | 62           | 0          | 66       | 437                    | 502                    |
| ORDINANCE<br>VIOLATION         | 1,023            | ov   | 142          | 0          | 277      | 888                    | 1,063                  |
| TRAFFIC<br>VIOLATION           | 13,094           | TR   | 4,064        | 13         | 3,570    | 13,601                 | 12,200                 |
| TOTALS:                        | 14,568           |      | 4,275        | 13         | 3,915    | 14,941                 | 13,782                 |

### REPORT NO. E TIME LAPSE OF ALL CASES DISPOSED OF BY JURY VERDICT IN ALL CATEGORIES

### DURING THE MONTH NOVEMBER OF 2005 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT McLEAN COUNTY

| CASE NUMBER | FILING DATE                             | DATE OF VERDICT |
|-------------|---|-----------------|
| 05 CF 583   | 06/14/05                                | 11/01/05        |
| 02 P 146    | 07/12/02                                | 11/03/05        |
| 03 L 17     | 02/10/03                                | 11/03/05        |
| 04 CF 1005  | 11/08/04                                | 11/04/05        |
| 05 CM 899   | 05/05/05                                | 11/08/05        |
| 05 CM 200   | 01/28/05                                | 11/10/05        |
| 05 CF 794   | 08/15/05                                | 11/16/05        |
|             |   |                 |
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| 1           |   |                 |
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|             |   |                 |

## DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup> DURING THE MONTH OF NOVEMBER 2005 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY **REPORT F**

| ACQUITTED BY | ACQUITTED BY | ACQUITTED BY | OT CONVICTED  ACQUITTED BY | NOT CONVICTED  REDUCED TO ACQUITTED BY |
|--------------|--------------|--------------|----------------------------|--|
| ACQUITTED BY |              |              | OT CONVICTED               | NOT CONVICTED  REDUCED TO              |
|              | ()/111110    | <u> </u>     | <u> </u>                   | OT CONVICTED                           |

1) NOT NECESSARILY DIFFERENT DEFENDANTS
2) INCLUDES COURT ACTION: NO BILL, TRANSFERED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT
2) INCLUDES COURT ACTION: NO BILL, TRANSFERED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT
2ALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

\*1 Case was NOT GUILTY for reason of insanity 1 Case was let on pending that was term in August

DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES<sup>(1)</sup> THROUGH THE MONTH OF NOVEMBER 2005 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT McLEAN COUNTY REPORT F

|       |       |        | ON                        | NOT CONVICTED |          |                |               | J              | CONVICTED |               | TOTAL<br>DEFENDANTS<br>DISPOSED OF |
|-------|-------|--------|---------------------------|---------------|----------|----------------|---------------|----------------|-----------|---------------|------------------------------------|
|       | NOLLE | S.O.L. | REDUCED TO<br>MISDEMEANOR | DISMISSED     | ОТНЕВ(2) | ACQUITTED BY   | ТЕО ВҮ        | GUILTY<br>PLEA | BENCH     | JURY<br>TRIAL |                                    |
|       |       |        |                           |               |          | BENCH<br>TRIAL | JURY<br>TRIAL |                |           |               |                                    |
| JAN   | 4     | 0      | 8                         | 0             | 0        | 0              | 1             | 54             | 0         | 0             | 29                                 |
| FEB   | 14    | 0      | 5                         | 2             | 0        | 0              | 1             | 92             | 0         | 0             | 98                                 |
| MAR   | 18    | 0      | 11                        | 0             |          | 2              | 0             | 74             | 3         | 3             | 112                                |
| ₩PR   | 12    | 0      | 11                        | 0             | ļ        | 0              | -             | 64             | 2         | 3             | 94                                 |
| MAY   | 13    | 0      | 9                         | 0             | 0        | 0              | 2             | 46             | 0         | 2             | 69                                 |
| JUNE  | 22    | 0      | 5                         | 3             | 2        | 0              | -             | 114            | 0         | 0             | 147                                |
| JULY  | 12    | 0      | 6                         | 0             | 0        | 0              | 2             | 82             | 0         | 0             | 105                                |
| AUG   |       | 0      | 6                         | 1             | 0        | 1              | 0             | 70             | 0         | 4             | 92                                 |
| SEPT  | 28    | 0      | 6                         | 0             | -        | 0              | က             | 94             | 5         | 0             | 149                                |
| ОСТ   | 33    | 0      | 11                        | 0             | 0        | 0              | 1             | 77             | 0         | 0             | 122                                |
| NOV   | 13    | 0      | 6 .                       | 0             | 0        | 0              | 0             | 83             | 0         | 0             | 105                                |
| DEC   |       |        |                           |               |          |                |               |                |           |               |                                    |
| TOTAL | 185   | 0      | 93                        | 9             | 5        | င              | 12            | 834            | 10        | 12            | 1160                               |

1) NOT NECESSARILY DIFFERENT DEFENDANTS 2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY JANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

## REPORT G SENTENCE OF DEFENDANTS CHARGED WITH FELONIES DURING THE MONTH OF NOVEMBER 2005 IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT McLEAN COUNTY

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

TOTAL NUMBER OF CONVICTED FELONIES: <u>83</u> (FROM REPORT F)

### FELONY SENTENCE TABLE

|              | CLASS M | CLASS<br>X | CLASS<br>1 | CLASS<br>2 | CLASS<br>3 | CLASS<br>4 | TOTALS |
|--------------|---------|------------|------------|------------|------------|------------|--------|
| 1. DEATH     | 0       | 0          | 0          | 0          | 0          | 0          | 0      |
| 2. LIFE      | 0       | 0          | 0          | 0          | 0          | 0          | 0      |
| 3. IDOC      | 0       | 1          | 6          | 7          | 6          | 21         | 41     |
| 4. PROBATION | 0       | . 0        | 3          | 6          | 12         | 17         | 38     |
| 5. OTHER     | 0       | 0          | 0          | 0          | 3          | 1          | 4      |
| TOTALS:      | 0       | 1          | 9          | 13         | 21         | 39         | 83     |

<sup>\*</sup> Conditional Discharge

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

|             | <u>EMERGENCY</u> | <u>INTERIM</u> | <u>PLENARY</u> |
|-------------|------------------|----------------|----------------|
| DIVORCE     | 3                | 0              | 0              |
| FAMILY (OP) | 10               | 1              | 1              |
| CRIMINAL    | 2                | 0              | 3              |
| TOTAL:      | 15               | 1              | 4              |

### REPORT OF THE JURY COMMSSION

In 2005, there were 30 weeks of scheduled juror service. The Circuit Court, the State's Attorney and the Coroner of McLean County utilized jurors in 2005.

### COMPARATIVE JUROR STATISTICS

| YEAR | TOTAL JURORS<br>SERVED | TOTAL DAYS<br>SERVED | MILEAGE | TOTAL PAY  |
|------|------------------------|----------------------|---------|------------|
| 1998 | 4152                   | 9,927                | 138,587 | \$104,761. |
| 1999 | 4089                   | 7,323                | 115,342 | 90,531.    |
| 2000 | 3335                   | 5,951                | 85,238  | 72,295.    |
| 2001 | 3676                   | 8,159                | 111,704 | 116,032.   |
| 2002 | 4962                   | 9,528                | 146,410 | 142,863    |
| 2003 | 3520                   | 6,102                | 87,743  | 89,536     |
| 2004 | 3877                   | 7,013                | 92,438  | 100,178    |
| 2005 | 3575                   | 6,793                | 34,334  | 102,264    |

<sup>\*2005</sup> figures are complete; 2004 figures did not include December coroner or grand jury attendance and payments

In 2005 jurors were seated for 132 trials as well as 6 Grand Juries and 6 Coroner's Juries. These statistics include any trials that were declared mistrials, settled, or otherwise disposed of after the jury was selected.

The decrease in the number of jurors who served was due to the fact that 23 fewer trials were held than last year when trials increased to compensate for those not completed in 2003 when facilities were not available after the explosion at the Law & Justice Center. There were no lengthy criminal trials during 2005 but several lengthy civil cases were held..

We currently maintain a 95% return rate on eligibility questionnaires sent out.

The jury assembly room was made available during non-jury weeks to other groups for meetings.

The Jury Commission and the Circuit Court are always exploring ways to reduce juror expense to McLean County while increasing the efficiency of our system. We look at juror safety, security and service to citizens who are summoned.

### JUROR UTILIZATION REPORT

### YEAR ENDING 2005

| :               | Jan  | Feb | Mar               | Apr  | May   | June  |
|-----------------|------|-----|-------------------|------|-------|-------|
| Sets called in: | 10   | 12  | 10                | 11   | 11    | 12    |
| Sets sent home: | 3    | 4   | 3                 | 3    | 4     | 2     |
| Sets to trials: | 7    | 8   | 7                 | 8    | .7    | 10    |
| % Sent home     | 30%  | 33% | 30%               | 27%  | 36%   | 17%   |
|                 |      |     |                   | •    | ٠.    |       |
| . •             | July | Aug | Sept              | Oc   | t Nov | Dec   |
| Sets called in: | 11   | 8   | 16                | Ò    | 9 10  | 12    |
| Sets sent home: | 4    | 4   | 4                 |      | 1 3   | 3     |
| Sets to trials: | 7.   | 4   | 12                | 4    | 5 7   | 9     |
| % Sent home     | 36%  | 50% | 6 25 <sup>9</sup> | % 44 | % 309 | % 25% |

### Year-End Recap

Sets called in: 132

Sets sent home 41

Sets to trial 91

Total % Sent Home 31.066%

### Comparative Jury Trial Statistics Number of Trials Conducted

| Month:  | 2005 | 2004 | 2003 | 2002 | 2001 | 2000 |
|---------|------|------|------|------|------|------|
| Jan:    | 7    | 12   | 13   | 10   | 11   | 3    |
| Feb:    | 8    | 8    | 9    | 9    | . 8  | 6    |
| Mar:    | 7    | 7    | 8    | 8    | 18   | 9    |
| Apr:    | 8    | 6    | 3    | 10   | 6    | 7    |
| May:    | 7    | 14   | 11   | 9    | 12   | 7    |
| June:   | 10   | 12   | 0    | 8    | 9    | 10   |
| July:   | 7    | 12   | 5    | 10   | 15   | 8    |
| Aug:    | 4    | 12   | 6    | 12   | 9    | 6    |
| Sept:   | 12   | 9    | 7    | 11   | 11   | 9    |
| Oct:    | 5    | 11   | 7    | 13   | 11   | 2    |
| Nov:    | 7    | 5    | 8    | 10   | 2    | 4    |
| Dec:    | 9    | 6    | 14   | 10   | 11   | . 6  |
| Totals: | 91   | 114  | 91   | 120  | 123  | 77   |

### JURY STATISTICS FOR JULY – DEC. (2005)

|                   | JULY     | AUG.      | SEPT.        | OCT.   | NOV.   | DEC.   |
|-------------------|----------|-----------|--------------|--------|--------|--------|
| TRIALS            | 7        | 4         | 12           | 5      | 7      | 9      |
| JURIES CALLED     | 11       | 8         | 16           | 9      | 10     | . 12   |
|                   |          |           | •            | 4(44%) |        |        |
| JURIES SENT HOME  | 4(36%)   | 4(50%)    | 4(25%)       |        | 3(30%) | 3(25%) |
| JUDGES HEARING    | 10       | 10        | 10           | 10     | 10     | 10     |
| ,                 |          | TRIALS CO | MPLETED BY T |        |        |        |
| CF .              | 3        |           | 6            | 1      | 3      | 5      |
| LAW               |          | 2         | 1            |        | 2      | 1      |
| ED                | ·        |           |              |        | •      |        |
| CM                | 2        | 1         | 3            | 1      | 2      |        |
| TR                |          |           |              | 2 .    |        | 1      |
| DT                | 1        | 1         | 2            | 1      |        | 2      |
| LM/AR/SC          | .1       |           |              |        |        |        |
| MR                |          |           |              |        | ٠.     |        |
| MH                |          |           |              |        |        |        |
| OV                |          |           |              |        |        |        |
| . •               |          | <b>.</b>  | RESULTS      |        |        |        |
| GUILTY            |          |           | 4            | 2      | 1      | . 3    |
| NOT GUILTY        | 3        | 1         | .5           | 2      | 2      | 2      |
| SPLIT VERDICT     | 2        |           | 2            | 1      | 2      |        |
| FOR PLAINTIFF     | 1        |           |              |        |        | 1      |
| FOR DEFENSE       | •        | 2         |              |        | 2      |        |
| MISTRIAL          |          | 1         |              |        | L      |        |
|                   | DICKED 1 | 1         |              |        |        | 2      |
| PLEA/BENCH AFTER  |          |           |              |        |        | 2      |
| DIRECTED VERDICT  |          |           |              |        |        | 1      |
| PLEA AFTER PICKED | ) 1      |           |              |        |        |        |
| HUNG JURY         |          |           | 1            |        |        |        |

### **JURY STATISTICS FOR DECEMBER 2005**

JUDGES ON SCHEDULE:

BERNARDI BUTLER DOZIER DRAZEWSKI FITZGERALD FOLEY

LAWRENCE PACEY REYNARD SOUK

**TOTAL CASES: 9** 

L 1

CF 5

DT 2

TR 1

JURIES CALLED IN:

12

SENT HOME:

3(25%)

TRIALS WENT:

9

### **ANALYSIS**

| JUDGE      | CASE                          | RESULT                          |
|------------|-------------------------------|---------------------------------|
| BUTLER     | 05TR18985<br>05DT249          | GUILTY<br>DIRECTED VERDICT      |
| DOZIER     | 05CF490<br>05CF398<br>05CF730 | PLEA<br>PLEA<br>GUILTY CTS. 1&2 |
| DRAZEWSKI  | 05CF519                       | NOT GUILTY                      |
| FITZGERALD | 05CF1021                      | NOT GUILTY                      |
| LAWRENCE   | 05DT342                       | GUILTY                          |
| SOUK       | 02L101(AR)                    | FOR PLAINTIFF                   |

TOTAL CASES YTD: 91(2005)

114(2004)

## JUROR PAYMENT SUMMARY REPORT

|                    |               |              |              |              |              | 2            |  |              | ;                                       |              |              |              |              |              |              | 4 G          | ).<br>V      | , )<br>      |              |              |  |              | :            | • :          |              |              |              |              |              |              | . /          |              |              |              |              |              |   |
|--------------------|---------------|--------------|--------------|--------------|--------------|--------------|--|--------------|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---|
| TOTAL<br>PAID      | \$4679.75     | \$591.70     | \$2667.50    | \$638.55     | \$2219.60    | \$4714.55    | \$889.90   | \$3361.50    | \$777.80                                | \$2900.40    | \$965.50     | \$1915.35    | \$4456.10    | \$1144.10    | \$4633.20    | \$3438.25    | \$499.25     | \$3329.10    | \$2902.45    | \$6174.90    | \$3455.20  | \$690.90     | \$1934.00    | \$2118.85    | \$2224.90    | \$1917.85    | \$1228.90    | \$363.60     | \$7204.00    | \$2616.75    | \$963.40     | \$2340.90    | \$3221.30    | \$4647.05    | \$5833,55    | \$484.30     | \$862.00                                |
| OTHER              | \$0:00        | \$0.00       | \$0.00       | \$0.00       | * \$0.00\$   | \$0.00       | \$0.00   | \$0.00       | *************************************** | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | . \$0.00     | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00   | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00                                  |
| MISCELLANEOUS      | 00.08         | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | 100.00 To 100.00 | \$0.00       | 1 4 5 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | 80.00        | \$0:00:      | \$0.00       | \$0.00       | \$0.00       | 80.00        | 80.00        | \$0.00 £     | \$0.00       | \$0.00       | 00.0\$       | \$0.00 | \$0.00       |              | \$0.00       | \$0.00       | 80.00        | \$0.00       | \$0.00       | \$0.00°      | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | *************************************** |
| PARKING<br>PAID    | \$0.00        | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00   | \$0.00       | \$0.00                                  | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00   | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00                                  |
| MILEAGE<br>· PAID  | \$1439.75     | \$141.70     | \$1007.50    | \$238.55     | \$769.60     | \$1694.55    | \$289.90   | \$1111.50    | \$267.80                                | \$920.40     | \$305.50     | \$675.35     | \$1556.10    | \$334.10     | \$1513.20    | \$1108.25    | \$159.25     | \$1309.10    | \$1022.45    | \$2044.90    | \$1045.20  | \$250.90     | \$624.00     | \$798.85     | \$744.90     | \$707.85     | \$458.90     | \$93.60      | \$2054.00    | \$776.75     | \$283.40     | \$900.90     | \$1041.30    | \$1467.05    | \$1993.55    | \$144.30     | \$312.00                                |
| PER DIEM<br>PAID   | \$3240.00     | \$450.00     | \$1660.00    | \$400.00     | \$1450.00    | \$3020.00    | \$600.00   | \$2250.00    | \$510.00                                | \$1980.00    | \$660.00     | \$1240.00    | \$2900.00    | \$810.00     | \$3120.00    | \$2330.00    | \$340.00     | \$2020.00    | \$1880.00    | \$4130.00    | \$2410.00  | \$440.00     | \$1310.00    | \$1320.00    | \$1480.00    | \$1210.00    | \$770.00     | \$270.00     | \$5150.00    | \$1840.00    | \$680.00     | \$1440.00    | \$2180.00    | \$3180.00    | \$3840.00    | \$340.00     | \$550.00                                |
| JURORS             | 182           | . 56         | 101          |              | 4            |              | 200  | 162          |   | 92           |              | 45           | 167          | 41           | 130          | 157          | 27           | 61           | 96           | 169          | 166  | 25           |              |              | 109          | 92           | . 64         | 27           | 164          | 129          | 89           | 43           | 154          | 143          | 135          | 26           | 59                                      |
| JURORS             | 240           | 34           | 200          | 200          | 34           | 200          | 200  | 240          | 34                                      |              | 225          | 34           | 240          |              | 350          | 240          | 34           | :            | 240          | 240          | 240  | 34           | 225          | 34           | 240          | 225          | 200          | 34           | 260          | 225          | 200          | 34           | 230          | 240          | 240          | 34           | 220                                     |
| APPEARANCE<br>DATE | .lan 10, 2005 | Jan 13, 2005 | Jan 18, 2005 | Jan 24, 2005 | Feb 02, 2005 | Feb 14, 2005 | Feb 28, 2005.  | Mar 07, 2005 | Mar 10, 2005                            | Mar 14, 2005 | Apr 04, 2005 | Apr 06, 2005 | Apr 11, 2005 | Apr 25, 2005 | May 02, 2005 | May 09, 2005 | May 12, 2005 | Jun 01, 2005 | Jun 06, 2005 | Jun 13, 2005 | Jul 11, 2005   | Jul 14, 2005 | Jul 18, 2005 | Aug 03, 2005 | Aug 08, 2005 | Aug 15, 2005 | Sep 06, 2005 | Sep 08, 2005 | Sep 12, 2005 | Sep 19, 2005 | Oct 03, 2005 | Oct 05, 2005 | Oct 11, 2005 | Oct 31, 2005 | Nov 07, 2005 | Nov 10, 2005 | Nov 14, 2005                            |
| SUB-PANEL          | IAB Petit     |              |              |              |              |              | FBD Petit  |              | MRZ Coroner                             |              | APA Petit    |              |              |              | 52 MYA Petit |              |              | JNG Grand    | JNA Petit    | JNB Petit    | JLB Petit  | JLZ Coroner  | · JLC Petit  | AUG Grand    | AUB Petit    | AUC Petit    | SPA Petit    | SPZ Coroner  | SPB Petit    | SPC Petit    | OCA Petit    | OCG Grand    | OCB Petit    | OCE Petit    | NVA Petit    | NVZ Coroner  | NVB Petit                               |

## STATE OF ILLINOIS COUNTY OF MCLEAN

## JUROR PAYMENT SUMMARY REPORT

| TOTAL<br>PAID         | \$4561.75<br>\$1161.70<br>\$1533.95          |
|-----------------------|--|
| OTHER<br>PAID         | \$0.00<br>\$0.00<br>\$0.00                   |
| MISCELLANEOUS<br>PAID | \$0.00<br>\$0.00<br>\$0.00                   |
| PARKING<br>PAID       | \$0.00                                       |
| MILEAGE<br>PAID       | \$1621.75                                    |
| PER DIEM<br>PAID      | 30.0<br>30.0                                 |
| JURORS                | 167 \$2940.00<br>19 \$630.00<br>58 \$960.00  |
| JURORS                | 240<br>34<br>200                             |
| APPEARANCE<br>DATE    | Dec 05, 2005<br>Dec 07, 2005<br>Dec 12, 2005 |
| SUB-PANEL             | DCA Petit<br>DCG Grand<br>DCB Petit          |

12/30/2005 10:23:44 AM

## STATE OF ILLINOIS COUNTY OF MCLEAN

## JUROR PAYMENT SUMMARY REPORT

| TOTAL                 | \$102264.30 | \$85771.25  | \$13085.50                                    | \$3407.55                                |
|-----------------------|-------------|---|---|--|
| OTHER<br>PAID         | \$0.00      | \$0.00  | \$0.00  | \$0.00                                   |
| MISCELLANEOUS<br>PAID | \$0.00      | \$0.00  | \$0.00  | \$0.00                                   |
| PARKING<br>PAID       | \$0.00      | \$0.00  | \$0.00  | \$0.00                                   |
| MILEAGE<br>PAID       | \$34334.30  | \$28291.25  | \$4985.50                                     | \$1057.55                                |
| PER DIEM<br>PAID      | \$67930.00  | \$57480.00  | \$8100.00                                     | \$2350.00                                |
| JURORS<br>SERVED      | 3575        | 3164  | 250   | 161                                      |
| JURORS<br>SUMMONED    | 8499        | 6270<br>- Petit \$27.11                           | 204<br>- Grand \$52.34                        | 204<br>- Coroner \$21.16                 |
| APPEARANCE<br>DATE    |             | L Petit<br>AVERAGE COST PER JUROR - Petit \$27.11 | 204<br>AVERAGE COST PER JUROR - Grand \$52.34 | AVERAGE COST PER JUROR - Coroner \$21.16 |
| SUB-PANEL             | TOTAL       | TOTAL Petit<br>AVERAGI                            | TOTAL Grand<br>AVERAGE                        | TOTAL Coroner<br>AVERAGE                 |

### January 9, 2006

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

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

Dear Committee Members:

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

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

| CASE TYPES                       | MONTHLY | MONTHLY | YTD    | YTD    | %      |
|----------------------------------|---------|---------|--------|--------|--------|
|                                  | TOTALS  | TOTALS  | TOTALS | TOTALS | CHANGE |
|                                  | 2004    | 2005    | 2004   | 2005   | YTD    |
| FELONIES                         | 118     | 69      | 866    | 942    | 8%     |
| MISDEMEANORS                     | 95      | 98      | 1,123  | 1,211  | 7%     |
| DUI                              | 22      | 17      | 258    | 241    | <7%>   |
| TRAFFIC                          | 34      | 54      | 619    | 555    | <10%>  |
| JUVENILE                         | 27      | 20      | 239    | 189    | <21%>  |
| (DELINQUENT)                     | 11      | 16      | 141    | 99     | <30%>  |
| (ABUSE/NEGLECT)                  | 16      | 4       | 98     | 90     | <8%>   |
| MENTAL HEALTH<br>CASES           | 3       | 3       | 23     | 37     | 38%    |
| Involuntary<br>Commitment        | 3       | 3       | 20     | 30     | 33%    |
| Medication<br>Compliance Orders  | 0       | 0       | 3      | 7      | 57%    |
| POST-CONVICTION<br>& SVPCA CASES | 0       | 0       | 4      | 6      | 33%    |
| TOTAL                            | 299     | 261     | 3,132  | 3,181  | 2%     |

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

| CASE   | PUBLIC DEFENDER  | NEW     | YTD TOTALS | NEW        |
|--------|------------------|---------|------------|------------|
| TYPE   | ATTTORNEYS       | MONTHLY |            | PTR/REVIEW |
|        |                  | TOTALS  |            | TOTALS     |
| F      | TRACY SMITH      | 7       | 110        | 6          |
| F      | JAMES TUSEK      | 10      | 116        | 0          |
| F      | RONALD LEWIS     | 10      | 109        | 4          |
| F      | BRIAN MCELDOWNEY | 9       | 115        | 1          |
| F      | JOHN WRIGHT-C    | 7       | 74         | N/A        |
| F      | JOHN WRIGHT-C*   | 23      | 23         | N/A        |
| F      | TERRY DODDS-C    | 6       | 74         | N/A        |
| F      | AMY MOBLEY-C*    | 3       | 3          | N/A        |
| F      | CARLA HARVEY     | 1       | 132        | 1          |
| M      | CARLA HARVEY     | 52      | 360        | 2          |
| F      | KELLY STACEY     | 2       | 2          | 0          |
| M      | KELLY STACEY     | 4       | 4          | 0          |
| M      | MARINNA WRIGHT   | 42      | 403        | 4          |
| F      | MARINNA WRIGHT   | 10      | 17         | 2          |
| DUI    | CHERYL KUNKEL    | 28      | 222        | 11         |
| TR     | CHERYL KUNKEL    | 57      | 503        | 3          |
| DUI    | KELLY STACEY     | 5       | 5          | 1          |
| TR     | KELLY STACEY     | 26      | 26         | 1          |
| JD     | ART FELDMAN      | 16      | 100        | 4          |
| F      | ART FELDMAN      | 0       | 2          | 0          |
| JA     | JON MCPHEE       | 2       | 63         | N/A        |
| JA     | ROB KEIR         | 3       | 55         | N/A        |
| JA     | ALAN NOVICK-C    | 0       | 4          | N/A        |
| PC/SVP | KEITH DAVIS-C    | 0       | 6          | N/A        |
| PVT    | PRIVATE COUNSEL  | 14      | 264        | N/A        |
| W/D    | WITHDRAWN        | 7       | 91         | N/A        |
|        |                  |         |            |            |

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

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

DUI= DUI

TR= Traffic

M= Misdemeanor

<sup>\*</sup>John Wright and Amy Mobley are sharing a contract case load. John will be responsible for two-thirds of the contract and Amy will be given one-third.

### **January 9, 2005**

TO:

Justice Committee

FROM:

Amy Johnson Davis

RE:

Monthly Report

### NOVEMBER 2005 DISPOSITIONS

| DISPOSITION                    | FELONY | MISDEMEANOR | TRAFFIC / DUI |
|--------------------------------|--------|-------------|---------------|
| PLEA / ORIGINAL OFFER          | 38     | 39          | 38            |
| PLEA / LESSER                  | 25     | 30          | 5             |
| BENCH TRIAL / WIN              | 0      | 1           | 0             |
| BENCH TRIAL / LOSS             | 1      | 0           | 0             |
| JURY TRIAL / WIN               | 0      | 0           | 0             |
| JURY TRIAL / LOSS              | 1      | 0           | 0             |
| DISMISSED / UPFRONT            | 1 .    | 10          | 4             |
| DISMISSED / TRIAL              | 4      | 28          | 1             |
| KNOCKDOWN                      | 0      | 0           | 0             |
| DISMISSED PER PLEA             | 2      | 14          | 2             |
| PRIVATE COUNSEL                | 6      | 3           | 5             |
| PLEA / BLIND                   | 10     | 0           | 0             |
| REFILED AS FELONY              | N/A    | 0           | 1             |
| WITHDRAWN                      | 0      | 6           | 1             |
| DIRECTED VERDICT               | 0      | 0           | 0             |
| P.D. DENIED/NOT<br>RECOMMENDED | 0      | 2           | 0             |
|                                |        |             |               |

### APPROPRIATION TRANSFER ORDINANCE AMENDING THE McLEAN COUNTY FISCAL YEAR 2005 COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, the following transfer of appropriated monies have been reviewed and approved by the appropriate Committee; and,

WHEREAS, such transfer of funds does not affect the total amount appropriated in any fund; and,

WHEREAS, it is deemed desirable that the following transfer of funds be hereby authorized and approved, now, therefore,

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

(1) That the following transfer of funds be made and authorized:

From:

Asset Forfeiture

Unencumbered Fund Balance 0152 0301 0001

\$ 25,000.00

To:

General Fund

Unencumbered Fund Balance 0001 0301 0001

\$ 25,000.00

(2) That the County Clerk provide a certified copy of this Ordinance to the County Auditor and the County Treasurer.

ADOPTED by the McLean County Board this 17th day of January, 2006.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman McLean County Board

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## January 4, 2006

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

| 2002 | Total     |          |
|------|-----------|----------|
| 2003 | Total     |          |
| 2004 | Total     |          |
| 2002 | Total     |          |
|      | Dec.      |          |
|      | Nov.      |          |
|      | Oct.      |          |
|      | Sept.     |          |
|      | Aug.      |          |
|      | July      |          |
|      | June      |          |
|      | May       |          |
|      | April     |          |
|      | Mar.      |          |
|      | Jan. Feb. |          |
|      | Jan.      |          |
|      |           |          |
|      |           |          |
|      |           | CRIMINAL |
|      |           |          |

| CKIIWIINAL           |       |                   |       |       |       |       |       |       |       |       |       |       |        |        |        |        |
|----------------------|-------|-------------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|--------|--------|--------|--------|
| Felony               | 107   | 120               | 102   | 84    | 123   | 103   | 84    | 133   | 106   | 108   | 72    | 109   | 1,251  | 1,206  | 1,307  | 1,539  |
| Misdemeanor          | 207   | 197               | 224   | 183   | 221   | 181   | 190   | 165   | 172   | 257   | 110   | 299   | 2,406  | 2,350  | 2,128  | 2,355  |
| Asset Forfeiture     | 16    | 8                 | 20    | 9     | 18    | 3     | 17    | 10    | 6     | 15    | 4     | 3     | 129    | 103    | 102    | 86     |
| Family Totals        | 20    | 36                | 22    | 32    | 20    | 89    | 62    | 51    | 29    | 85    | 42    | 64    | 684    | 515    | 525    | 425    |
| Family               | 36    | 19                | 40    | 24    | 28    | 22    | 38    | 33    | 20    | 64    | 33    | 44    | 496    | 334    | 362    | 248    |
| Order of Protection  | 14    | 17                | 17    | 8     | 12    | 11    | 24    | 18    | 17    | 21    | 6     | 20    | 188    | 181    | 163    | 177    |
| Juvenile Totals      | 24    | 18                | 22    | 29    | 43    | 35    | 19    | 20    | 19    | 26    | 23    | 23    | 301    | 422    | 223    | 268    |
| Juvenile             | 0     | 1                 | 2     | 0     | 9     | 0     | 0     | 0     | 0     | 1     | 0     | 0     | 13     | 12     | 8      | 21     |
| Juvenile Abuse       | 12    | 6                 | 13    | 15    | 17    | 26    | 15    | 11    | 7     | 8     | 4     | 5     | 142    | 224    | 105    | 98     |
| Juvenile Delinquency | 12    | 8                 | 4     | 14    | 20    | 6     | 4     | 6     | 12    | 17    | 19    | 18    | 146    | 175    | 110    | 161    |
| Traffic Totals       | 2,037 | 2,037 2,672 2,808 | 2,808 | 1,867 | 3,007 | 2,810 | 2,357 | 2,782 | 2,356 | 2,971 | 2,727 | 4,128 | 32,522 | 28,410 | 30,207 | 26,629 |
| Traffic              | 1,958 | ,958 2,598 2,71   | 2,710 | 1,811 | 2,934 | 2,750 | 2,285 | 2,716 | 2,295 | 2,871 | 2,673 | 4,060 | 31,661 | 27,463 | 29,372 | 28,746 |
| DUI Traffic          | 62    | 74                | 98    | 26    | 73    | 09    | 72    | 99    | 61    | 100   | 54    | 89    | 861    | 947    | 835    | 883    |
|                      |       |                   |       |       |       |       |       | l     | l     |       |       |       |        |        |        |        |

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| Paternity cases filed                | 80  | 5   | 12           | 11           | 16  | 15           | 9   | 12 | 18  | 29 | 24 | 11  | 167   | 65    | 117 | 70  |
|--------------------------------------|-----|-----|--------------|--------------|-----|--------------|-----|----|-----|----|----|-----|-------|-------|-----|-----|
| Paternity cases established          | 4   | 7   | 4            | 4            | 6   | 4            | 10  | 2  | 9   | 2  | 7  | 3   | 62    | 22    | 29  | 55  |
| Paternities excluded                 | 0   | 0   | <del>-</del> | <del>-</del> | 9   | <del>-</del> | τ-  | က  | -   | -  | 0  | _   | 16    | 13    | 4   | 10  |
| Support Orders entered               | 20  | 92  | 62           | 43           | 96  | 54           | 62  | 77 | 121 | 97 | 88 | 109 | 988   | 940   | 482 | 370 |
| Modification proceedings filed       | 20  | 20  | 19           | 19           | 19  | 21           | 14  | 17 | 15  | 30 | 16 | 23  | 233   | 283   | 219 | 304 |
| Modification proceedings adjudicated | 7   | 3   | 9            | 8            | 24  | 2            | 17  | 11 | 7   | 7  | 4  | 11  | 110   | 181   | 147 | 184 |
| Enforcement actions filed            | 29  | 37  | 64           | 74           | 61  | 41           | 20  | 46 | 46  | 32 | 17 | 28  | 555   | 682   | 340 | 391 |
| Enforcement actions adjudicated      | 101 | 115 | 61           | 63           | 107 | 2.2          | 108 | 66 | 101 | 98 | 84 | 116 | 1,118 | 1,095 | 551 | 648 |
| Hearings set before Hearing Officer  | 20  | 32  | 101          | 32           | 120 | 35           | 108 | 29 | 28  | 78 | 87 | 25  | 845   | 1,065 | 819 | 611 |
| Orders prepared by Hearing Officer   | 28  | 32  | 88           | 26           | 109 | 24           | 84  | 45 | 56  | 9/ | 83 | 52  | 733   | 893   | 929 | 432 |

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

n/c= not calculable

### **ASSET FORFEITURE FUND**

### STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

### December 31, 2005

### STATE'S ATTORNEY:

|         | Beginning Balance 01/01/2005<br>(Reflects \$80,000 transfer to<br>(Reflects \$30,000 transfer to | General Fund 12/31/02) | \$   | -57,410.90                   |
|---------|--|------------------------|------|------------------------------|
|         | Revenue  | •                      |      | 19,515.66                    |
|         | Total Funds Availab  | le                     | \$ - | -37,895.24                   |
|         | Expenditures   |                        | _    | 6,446.80                     |
|         |  | 12/31/2005             | \$   | -44,342.04                   |
| SHERIFF | Beginning Balance 01/01/2005   | 5                      | \$   | 39,850.81                    |
|         | Revenue  | I_                     | φ-   | 14,028.51                    |
|         | Total Funds Availab<br>Expenditures  | ie                     | \$   | 53,879.32                    |
|         | Experialtures  | 12/31/2005             | \$   | 3,735.37<br><b>50,143.95</b> |
| •       |  | 12/01/2000             | Ψ    | JU, 143.95                   |
|         |  |                        |      |                              |

TOTAL FUND BALANCE

December 31, 2005

\$ 5,801.91



# ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

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

December 27, 2005

Mr. Billie Larkin McLean County Child Advocacy Center / CASA 200 West Front Street, Suite 500B, Bloomington, Illinois 61701

Dear-Mr. Larkin: Bilip

Enclosed you will find interagency agreement #205207 between your office and the Authority for the Child Advocacy Center Services Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and certification forms and return the entire agreement with original signatures, to my attention for further processing. Please check the program narrative and budget for restrictions for allowable and unallowable activities.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, as well as the grant's Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the drawdown of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Also, as you are aware program data and fiscal reports are due by the 15th of the month following the last quarter being reported. Please submit a fiscal and data report even if no activity occurs during the quarter.

As a reminder, the following activities may not be conducted on VOCA/match funded time:

Coordination of services (unless on behalf of a specific client).

Networking.

Development of protocols, interagency agreements, and other working agreements. Presentations (except those complying with Section 37).

System advocacy (advocacy that is not on behalf of a specific client), lobbying, or administrative advocacy.

If you have any questions, please feel free to contact me at: <a href="mailto:dcontreras@icjia.state.il.us">dcontreras@icjia.state.il.us</a> or (312) 793-7057. I look forward to working with you on this program.

Sincerely,

Dion E. Contreras

Federal and State Grants Unit

Enclosures

cc:

MF 205207

PROGRAM TITLE: Child Advocacy Center Service Programs 205207 AGREEMENT NUMBER: PREVIOUS:AGREEMENT:NUMBER(S): 204207.202207 September 1, 2005 ESTIMATED START DATE: SOURCES OF PROGRAM FUNDING: Victims of Crime Act FFY 2005 Funds: \$ 35,925.00 \$ 8,981.00 Matching Funds: \$ 169.00 Over-Matching Funds: \$ 45,075.00 Total: The County of McLean on behalf of the McLean County Children's IMPLEMENTING AGENCY: Advocacy Centeer/CASA 200 W. Front Street, Suite 500B ADDRESS: Bloomington, Illinois 61701 FEDERAL EMPLOYER IDENTIFICATION 37-6001569 NUMBER: Michael Sweeney AUTHORIZED OFFICIAL: TITLE: McLean County Board Chair » 309-888-5100 TELEPHONE: Rebecca McNeil PROGRAM FINANCIAL OFFICER: Treasurer, McLean County THEE: TELEPHONE: 309-888-5100 The County of McLean on behalf of the McLean County Children's PROGRAM AGENCY: Advocacy Center/CASA 200 W. Front Street, suite 500B ADDRESS: --Bloomington, Illinois 61701 Billie Larkin PROGRAM DIRECTOR: TITLE: Executive Director TELEPHONE: 309-888-5854 Billie:Larkin@mcleancountyil:gov E-MAIL: Mary Whitaker FISCAL CONTACT PERSON: McLean County children's Advocacy Center AGENCY: Associate Director TITLE: 309-888-5853 TELEPHONE: 309-888-4969 FAX: E-MAIL: Mary. Whitaker@mcleancountyil. gov PROGRAM CONTACT PERSON: Susan Thomas Multi County Family Child Advocate TITLE: 309-888-5656 TELEPHONE: 309-888-4969 FAX: Susan. Thomas@mcleancountyil.gov

E-MAIL:

#### INTERAGENCY AGREEMENT

#### Victims of Crime Act of 1984

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority", and the McLean County on behalf of the McLean County Child Advocacy Center, hereinafter referred to as the "Implementing Agency," with its principal offices at 200 West Front Street, Suite 500B, Bloomington, Illinois 61701, for implementation of the Child Advocacy Center Services Program.

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

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Victims of Crime Act of 1984 and enters into interagency agreements with state agencies, units of local government, and not-for-profit organizations for the use of these federal funds; and

WHEREAS, pursuant to the Victims of Crime Act of 1984, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, the priorities of the Illinois Victims of Crime Program are:

Services to victims of crime, with priority given to victims of sexual assault, domestic violence and child abuse, and underserved victims of violent crime;

Services that assist the crime victim in participating in criminal justice proceedings and obtaining compensation for loss suffered as a result of victimization; and

Training of persons who provide services to victims of crime; and

WHEREAS, to ensure the minimum provisions of basic services to all victims of crime, the Authority's Action Plan prioritizes funding programs in the following manner:

Continue current victim service initiatives;

Provide victim services to underserved or unserved areas;

Expand and strengthen current victim services; and

Implement new victim service initiatives after other funding areas are adequately addressed; and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

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

#### **SECTION 1. DEFINITIONS**

"Program":

means a planned, integrated approach to an identified problem which is characterized by clear goals, measurable objectives, the implementation of strategies to achieve those objectives and a mechanism for assessing the effectiveness of those strategies.

#### SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

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

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 original 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 \$35,925 and is dependent on the expenditure of matching funds as described in this agreement and Exhibit B, 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 Exhibit A. Upon receipt of the fiscal and progress reports described in this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The 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

The Implementing Agency certifies that it (a) meets the requirements of this agreement and (b) has at least 20 percent of its support (including in-kind contributions) from sources other than federal funds for the program described in Exhibit A. Therefore one dollar in cash or in-kind match is required for each four dollars of federal funding received.

Failure of the Implementing Agency to apply non-federal financial support to the program described in Exhibit A in the amount of at least 20 percent of such program's costs, shall result in a proportionate reduction in the amount of federal funds awarded under this agreement and may result in the return of funds already awarded. To meet this matching funds requirement, the Implementing Agency shall apply non-federal financial support to the program, as described in Exhibit B.

#### SECTION 6. NON-SUPPLANTATION

The Implementing Agency certifies that VOCA funds will not be used to supplant (replace) State or local funds. VOCA funds must increase the amount that would otherwise be available to the Implementing Agency for the types of activities eligible for funding under the Victims of Crime Act of 1984.

#### SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS

Implementing Agency certifies that it, and its subcontractors, shall use VOCA and match funds for only allowable services, activities and costs, as described in the Victims of Crime Act Crime Victims Assistance Program Guidelines; Section E. Services, Activities, and Costs at the Subrecipient Level.

The Implementing Agency certifies that only those costs related to the delivery of direct services to victims of crime shall be paid pursuant to this agreement, in accordance with Exhibit B.

In administering the program described in Exhibit A the Implementing Agency agrees that it:

- (a) Is a nonprofit organization or public agency that provides services to victims of crime;
- (b) Has a record of providing effective service to victims of crime and at least 20 percent of its financial support (including in-kind contributions) is from non-federal sources; or, if it has not yet demonstrated a record of providing services, it can demonstrate that 25-50 percent of its financial support comes from non-federal sources;
- (c) Utilizes volunteers;
- (d) Promotes coordinated public and private efforts within the community served to aid crime victims;
- (e) Assists victims in seeking available crime victim compensation benefits;
- (f) Maintains statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability, and permits reasonable access to its books, documents, papers, and records to determine whether the Implementing Agency is complying with applicable civil rights laws; this requirement is waived when the Implementing Agency is providing a service, such as telephone counseling, where soliciting the information

may be inappropriate or offensive to the crime victim;

- (g) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
- (h) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
- (i) Maintains confidentiality of client-counselor information, as required by State and federal law.

Implementing Agency certifies that it, and its subcontractors, shall not use VOCA or match funds to pay for presentations given by VOCA or match funded personnel, unless the following conditions are adhered to. These presentations should serve as a means of reaching the project's target population either through outreach to individual crime victims or through agencies that typically have contact with the target population.

- VOCA or match funded staff time, not to exceed an average of 4 hours per month, may be used to provide
  public presentations to community groups and schools provided the primary purpose of the presentation is
  to inform people about the VOCA funded project and available services.
- VOCA or match funded staff time, not to exceed an average of 10 hours per month, may be used to provide public presentations to criminal justice personnel and medical service providers provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services.

#### SECTION 8. 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 Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

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 9. 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 10. FINANCIAL CAPABILITY

The Authority may, in its discretion, require the Implementing Agency to provide documentation on its financial capability. This may include, but is not limited to, copies of the Implementing Agency's annual report, credit reports, delinquency status of Federal debt, and assurances on the adequacy of the Implementing Agency's accounting system and operations. The Implementing Agency must comply with federal and state financial management standards.

#### SECTION 11. REPORTING AND EVALUATION REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency agrees to submit the following minimum data to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, within 15 days following the quarter covered by the report:

- a) Victim Statistics: Total number of victims and significant others served by program, type of crime, type of services provided, race, sex, age, national origin and disability, where such information is voluntarily furnished by those receiving services; and
- b) Staff Information: Number of hours and types of service contributed during the reporting period by paid and volunteer staff.

The Implementing Agency agrees to submit the following information as required by the Authority:

- a) Changes that have been made in the program since receiving the federal funds that will benefit victims of crime;
- b) A short description of how the program has coordinated its activities with other service providers in the community;
- c) A short description of how the program has assisted crime victims in seeking available crime victim compensation benefits;
- d) Victim statistics, including the total number of victims served by criminal justice status (i.e. reporting/non-reporting, prosecution/non-prosecution);
- e) Staff information, including the number of hours of training received by volunteers and paid staff;
- f) Program information and activities, including the number of hours of training presented, number of hours of public information and education programs presented; and
- g) Number of referrals to/from other agencies.

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency is also required to submit quarterly fiscal reports and to file year-end program financial status reports. The Executive Director of the Authority will determine the content and form of these reports. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### SECTION 12. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

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

available to support their purported disbursement.

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

#### SECTION 13. CLOSE-OUT REQUIREMENTS

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

#### **SECTION 14. 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), 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 15. 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 16. 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 17. ASSIGNMENT**

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

#### SECTION 18. 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 19. 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 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 Exhibit B 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 20. CONFLICTS OF INTEREST

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

No employee, officer or agent of the Implementing Agency shall participate in the selection, or in the award or administration of a contract supported by federal funds if a conflict of interest, real or apparent, would be involved. 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 21. 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 Victims of Crime Act of 1984; Office of Justice Programs, Office for Victims of Crime, Victims of Crime Act Victim Assistance Grant Final Program Guidelines (62 FR 19607, April 22, 1997); and the Office of Justice Programs' Financial Guide.
- Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, 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); and 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; 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.
- National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15).
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.

- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

#### SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office for Victims of Crime (OVC), 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 OVC, the Implementing Agency shall cooperate with OVC in any preparation by OVC of a national or program environmental assessment of that funded program or activity.

#### SECTION 23. 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 the Office of Victims of Crime (OVC) 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 OVC 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 OVC 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 24. EOUAL 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 25. 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 Department of Education Non-Discrimination Regulations, 34 CFR Part 106;
- 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;
- The Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575;
- The State Prohibition of Goods from Forced Labor Act, 30 ILCS 583.

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

The Implementing Agency shall complete and submit a Civil Rights Certification. In the event that a federal or State court or administrative agency has made a finding of discrimination within the past 5 years 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 along with the Certification. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

#### SECTION 26. 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.

#### SECTION 27. 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 and shall certify that neither it nor its principals are presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

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

#### SECTION 28. 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. No funds under this grant may be used, either directly or indirectly, to support 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 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979; or the regulations of the U.S. Department of Commerce promulgated under that Act.

#### SECTION 30. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

#### (a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.

- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (A) abide by the terms of the statement; and
  - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) the dangers of drug abuse in the workplace;
  - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance program; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

#### SECTION 31. 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 32. 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 33. DISPOSITION REPORTING CERTIFICATION

The Implementing Agency certifies that it is in compliance with the reporting provisions of the Criminal Identification Act (20 ILCS 2630), when applicable, and agrees to cooperate with the Authority and other parties in

the implementation of the State's Criminal Records Improvement Plan, developed by the Authority pursuant to federal law.

#### SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

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

#### **SECTION 35. COPYRIGHTS, PATENTS**

If this agreement results in a copyright, the Authority and the Office for Victims of Crime 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 36. 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 37. PUBLICATIONS

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2005-VA-GX-0039, awarded by the Office for Victims of Crime, 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 planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, 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 38. 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 the McLean County Child Advocacy Center

#### Taxpayer Identification Number:

Social Security Number

or

Employer 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 or EIN. 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                           | X | Governmental                           |
|---|--------------------------------------|---|--|
| _ | Sole Proprietor                      | _ | Nonresident alien                      |
| _ | Partnership/ Legal Corporation       |   | Estate or trust                        |
|   | Tax-exempt                           |   | Pharmacy (Non-Corp.)                   |
| _ | Corporation providing or billing     |   | Pharmacy/Funeral Home/Cemetery (Corp.) |
|   | medical and/or health care services  | - | Other:                                 |
| _ | Corporation NOT providing or billing |   |  |
|   | medical and/or health care services  |   |  |

Not-for-Profit entities should indicate such in the "Other" category.

#### SECTION 39. 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 for Victims of Crime
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.575 Crime Victims Assistance
- Grant Award Name and Number: Crime Victim Assistance Grant Program (2005-VA-GX-0039)
- Grant Award Year: Federal Fiscal Year 2005

### SECTION 40. 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 41. 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 42. 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 43. 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 II. Adm. Code 1520.60).

#### **SECTION 43.5 SPECIAL CONDITIONS**

Implementing Agency certifies that it shall not use VOCA or match funds to pay for multidisciplinary team (MDT) coordination services, described in Exhibit A, unless the following conditions are adhered to:

A) Coordination services must be with respect to specific individual cases, and include monitoring of the direct service plan and keeping parents/guardians apprised of criminal justice activities.

Coordination of the MDT must be necessary and essential to the provision of direct services, as well as a way to serve victims more effectively.

#### SECTION 44. ACCEPTANCE

| Lori G.<br>Executive<br>Illinois Criminal Justice | Director | Date   |
|---|----------|--------|
|   |          |        |
|   |          |        |
| Michael S<br>Board (<br>McLean                    | Chair    | Date   |
|   |          |        |
| Rebecca l<br>Treas<br>McLean                      | urer     | Date   |
|   |          |        |
| Been L  | acker    | 12.250 |

Executive Director
McLean County Child Advocacy Center

## EXHIBIT A: PROGRAM NARRATIVE

| VICTIMS OF CRIME ACT   |   |  |  |  |
|--|---|--|--|--|
| Organization Name:   | The County of McLean on behalf of the Children's Advocacy Center/CASA |  |  |  |
| Organization Address:  | 200 West Front Street, Suite 500B                                     |  |  |  |
| ·  | Bloomington, Illinois 61701   |  |  |  |
| Type of Implementing Agency  | (Check one)   |  |  |  |
|  | Probation   |  |  |  |
| Private Non-Profit   |   |  |  |  |
| Please Provide the Total Amor<br>Your Agency's Current Fiscal  | unts of Funding Allocated to Victim Services Based on<br>Year Budget: |  |  |  |
| Federal (Excluding VOCA) \$  | 48,552  |  |  |  |
| VOCA Funds \$  | 115,334   |  |  |  |
| State \$   | <u>151,665</u>  |  |  |  |
| Local \$   | 145,000   |  |  |  |
| Other \$   | <u>0</u>  |  |  |  |
| How many FTE (Full-time Equivalent) volunteer staff are used by your agency as a whole? 14 FTE   |   |  |  |  |
| What activities do they perform?  The agency uses volunteers for the CASA program as advocates serving in the best interest of abused and neglected children. As well the 13 member board of directors, full time interns and two administrative volunteers contribute to the FTE volunteer hours. |   |  |  |  |
| If you do not use volunteers please check this box and complete the volunteer waiver certification included in the continuation packet.  |   |  |  |  |

| The following information is required (attachments are acceptable).  |  |  |  |
|--|--|--|--|
| Federal Congressional Districts 109th  |  |  |  |
| Counties Served by VOCA Program Living   | ston and DeWitt Counties   |  |  |
| Cities Served by VOCA Program All cities   | in those counties  |  |  |
| State Legislators representing these Areas Sample Representative Keith Sommer, State Senator Timothy V. Johnson, State Representative Inc. | or William Brady, US Representatives   |  |  |
| Population of Service Area <u>56,000</u>   |  |  |  |
| XThis proposal makes a special effort to ta<br>Populations (Check if Applicable)   | rget any Un-Served or Underserved  |  |  |
| If So, Please Check All Un-Served or Under   | rserved Populations being Targeted   |  |  |
| African American Hispanic  X Rural Elderly Other (specify)   | Mentally Disabled Physically Disabled  Underserved Urban Children Non-English Speaking |  |  |
|  | this VOCA-Funded Program and the amount  |  |  |
| of <b>federal</b> funds allocated accordingly  \$ All Victims of Crime   |  |  |  |
| \$ Survivors of Homicide Victims \$  | 35,924.47 Child Physical Abuse   |  |  |
| \$ Adult Sexual Abuse \$   | S Combined with above Child Sexual Abuse   |  |  |
| \$ Domestic Violence   | SRobbery   |  |  |
| \$Elder Abuse  | Other Violent Crimes   |  |  |
| \$ DUI/DWI Crashes   | Cther (name type)  |  |  |

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 <u>your agency's overall goals and activities</u>, NOT solely the program for which you are seeking VOCA funds.

1. Please provide a brief description of your agency.

The Children's Advocacy Center/CASA of McLean County is dedicated to serving the needs of children who have disclosed sexual or physical abuse, their non-abusing caregivers and following the child and the family through the court system advocating for their best interest.

2. Besides the services funded through this grant, what other services does your agency provide?

This grant funds the Children's Advocacy Center Program for Livingston and DeWitt counties, other services provided outside the parameters of this grant include: Forensic interviewing of children who have disclosed physical or sexual abuse, The Court Appointed Special Advocate (CASA) program that acts as a voice for the child in the juvenile court proceedings, adult child sexual abuse survivors support group, forensic medical exams, counseling with an on site therapist, training for MDT members, community education and training, collaboration with local, state and nation-wide agencies and member organizations

3. Please indicate the total number of staff dedicated to victim services at your agency.

| Type of staff  | Number of staff |
|--|-----------------|
| Number of staff providing direct service.                    | 7               |
| (Do not include managerial and support staff in this count). |                 |
| Number of managerial staff                                   | 1.0             |
| Number of administrative support staff                       | 0               |

#### II. Summary of Program

This section will help us understand the program for which you are seeking VOCA funds. This must include all direct services to be provided to crime victims with VOCA and match funds. **Do not** include a description of activities that will not be funded with VOCA or match funds.

1. How many staff members are funded under this grant program (Federal & Match)?

| Title of Staff Person     | *FTE % for VOCA |  |
|---------------------------|-----------------|--|
|                           | funded program  |  |
| Multi County case manager | 100% FTE/1 FTE  |  |

<sup>\*</sup>FTE is defined as Full Time Equivalent

2. Please provide a *brief* summary of the VOCA funded program.

The Children's Advocacy Center first and foremost priority is the child victim and non-offending caregivers. This VOCA funded program is targeted to victims in Livingston and DeWitt counties and is dedicated to making the experience the least traumatic possible for the child and the family by offering direct services. Every effort is made to keep the child victim and non-offending caregiver informed and connected to services and treatment in the comunity. Safety, security and integrity are vital components for the child and family and are reflected in the services this program offers.

3. Which of the following direct client services to crime victims will **this program** provide? (Please refer to the Instructions' section for service definitions)

| · · · · · · · · · · · · · · · · · · · | vide: (I teuse rejet to the Instructions section for service definitions) |  |  |
|---------------------------------------|---|--|--|
| Check all                             |   |  |  |
| that apply                            |   |  |  |
|                                       | Crisis Counseling   |  |  |
|                                       | Therapy   |  |  |
| X                                     | Follow Up Contact   |  |  |
| X                                     | Group Treatment   |  |  |
| X                                     | Information and Referral (In-person)                                      |  |  |
| X                                     | Information and Referral (Telephone Contacts)                             |  |  |
| X                                     | Criminal Justice Support / Advocacy                                       |  |  |
|                                       | Emergency Financial Assistance  |  |  |
|                                       | Emergency Legal Advocacy  |  |  |
| X                                     | Assistance in Filling Compensation Claims                                 |  |  |
| X                                     | Personal Advocacy   |  |  |
| X                                     | Medical Advocacy  |  |  |
|                                       | Crisis Hotline Counseling   |  |  |
|                                       | Other (Specify)   |  |  |
| X                                     | Multidisciplinary Team meetings including pre and post staffing during    |  |  |
|                                       | child interview and monthly case review, quarterly peer review            |  |  |
|                                       | Other (Specify)   |  |  |
|                                       |   |  |  |

4. Does <u>this program</u> provide direct services for <u>all</u> crime victims that come into contact with your agency, **OR** a <u>sub-population</u> of crime victims (e.g. domestic violence victims, non-English speaking victims, disabled victims, teenage victims)?

#### CHECK ONE:

\_\_\_\_ ALL CRIME VICTIMS
X SUB-POPULATION OF CRIME VICTIMS

If SUB-POPULATION OF CRIME VICTIMS, please identify:

Child Sexual and Physical abuse crime victims and non-offending caregivers

5. What are the primary qualifications of program—funded staff? Please attach an updated job description and updated resume for each position including duties and qualifications. If the position is not 100% VOCA-funded, asterisk the duties that apply to this program on the job description.

For the Multi County Case manager position a minimum of an undergraduate degree with work experience and training in child welfare, maltreatments, case management and advocacy. The qualifications will include a proven history of working with children or within family structure, collaboration with agencies, leadership and follow through.

6. Who oversees this program?

The project will be overseen by Mary Whitaker, Associate Director of Operations and Billie Larkin, Executive Director

7. How does <u>this program</u> complement the other activities and services provided at your agency?

The program is instrumental in bringing full and comprehensive services to rural Livingston and DeWitt counties as offered in larger McLean County. All counties served by the program receive the same full array of services to child victims and non-offending caregivers. This program also complements the other sevices provided at the Center such as forensic interviews, medical evaluations and on site therapist. Whereas some non funded VOCA services offered by the agency focus on the investigation of child sexual and physical abuse cases this program allows us to link those victims and families to direct support services by offering follow up, advocacy, referral and case management.

#### III. Review of Goal(s) and Objectives

This section provides an overview of your program's accomplishments during the current performance period, and also helps us learn about what helped or hindered your program during this time. (This section should provide guidance as to whether objectives or program strategies should be modified for the upcoming year.)

A universal goal was developed for your current grant program. Please indicate the goal that was chosen for your current performance period.

| To provide direct services to (CHECK ONE BELOW):  |  |  |  |
|---|--|--|--|
| ALL CRIME VICTIMS   |  |  |  |
| X Child sexual and physical abuse victims and non offending caregivers CRIME VICTIMS (Insert sub-population of crime victims here.) |  |  |  |
| for the purpose of alleviating trauma and suffering incurred from victimization.  |  |  |  |

The current interagency agreement list objectives that you set estimated service numbers for your period of performance. Many of you did not start using InfoNet and were reporting a different set of data. Because of this we ask you to address your objectives and the data you collected in a narrative format. Please discuss what your objectives were, the number of victims you served and how you went about meeting those objectives. If you did not meet your objectives or did not provide services you anticipated providing, explain why.

**Example:** We set an objective to provide multi-disciplinary meeting to 10 victims per quarter. However, the data report we reported on did not list the multi-disciplinary team meetings. We did have 8 meeting per quarter. We did not meet this objective because we did not have MDT meeting for victims where the state's attorney did not move forward with charges once the Victim Sensitive Interview was done. We did provide these victims with all follow-up services by the advocate.

| Describe your objectives from your current period of performance, how many victims you served and how you met your objectives or why you did not meet them. |
|---|
|   |

2. What were the successes of your program during the current performance period?

(Question one is being answered in this box as well as the disk will not allow typing in the other provided space).

#1.

Objectives: 1. Provide case management services to 45 clients quarter and

(2) provide case coordination to 45 clients each quarter.

This objective was consistently achieved for example in the 4-1-05 to 6-30-05 reporting period 20 victims and 17 non offending caregivers in Livingston and 11 victims and 11 caregivers in DeWitt were reported.

- 4. Provide group counseling to 15 clients per quarter. This goal was met in two quarters. The reason this goal was not fully met was that counseling services were advertised and appropriated but family members chose not to attend group counseling and support.
- 7. Provide criminal justice advocacy services to 50 clients each quarter. We more than met this objective as for example in the reporting period of 4-1-05 to 6-30-05 in Livingston and DeWitt Counties we combined with 100 actual clients for criminal justice advocacy.
- 8. Staff 54 multi-disciplinary team meetings each quarter. We provided both pre and post MDT meetings to all victims around each interview and as well did a monthly case review on all cases, and quarterly peer review.
- 9. Provided medical advocacy to 11 clients each quarter. This goal was met for example providing a total # of 15 medical advocacy during the 4-1-05 to 6-30-05 reporting period.
- 10. Provide other advocacy services to 75 clients each quarter. 90 other advocacy services for example were provided 4-1-05 to 6-30-05.
- 11. Provide crime victim compensation services to 2 clients each quarter. While the advocate informed and offered compensation support and services to victims, none of the victims and or caregivers agreed to compensation services.
- 14. Provide referral services to 65 clients each quarter. Total for the year is 212 clients served with this service.
- 15. Provide personal advocacy services to 7 clients each quarter. Total for the year is 75 clients served with the service.

#2.

Success of this program during this reporting period certainly was the consistency of quality victim services provided. While INFONET captures much of what the program does, it does not capture the rapport of the advocate in the community, the hours of overtime in helping a child or a caregiver navigate the services, the court systems etc. The success of this program is people orientated and without that rapport and consistency reporting numbers is just that, a report of outcomes with the human factor taken out. Certainly a big success of this program is the relocation of the DeWitt County Children's Advocacy Center to a free-standing victim friendly center. The set up and the delivery of the services is greatly enhanced as a result of the relocation.

3. What barriers did you experience in implementing your program during the current performance period? How did you respond to them?

1.Incredibly one of our biggest barriers was the INFONET program itself. We have greatly reduced the time it takes to enter a case from 60 minutes to 45 minutes but it has been a very difficult issue to contend with. INFONET captures numbers and becomes a great tool for objectives, but so much of advocacy is not measured in sheer numbers. We needed to have a new mind set in order to be compliant with INFONET and that was at first difficult. Advocacy certainly deals with many things but one of them is emotional advocacy that cannot be measured by the tool.

How we responded to the issue was talking about it with the advocate in team meetings and realizing that we needed to best serve the victim first and foremost. During the last reporting period we have begun training very well office staff and volunteers to enter INFONET numbers so the advocate could best use the resources for personal contact with the victim.

The change in procedure meant that careful record keeping and tracking was more important than ever so the office staff or volunteer could correctly log in the statistics.

2. Enlarging case loads and victims served as well as the sheer logistical difficulties of the two counties served under this grant is difficult at times. We realize that we just need to continue dealing with the logistical issues as they occur and make the best use of time and resources.

4. Is there anything else you would like us to know based on your experiences with the current performance period? If so, please describe here.

Smaller rural communities have different needs than urban communities. Their structure is different, their non measurable activities are completely different. From law enforcement through to the judiciary the problems in rural communities mean constant training and small steps. The counties served in this grant are very reliant on the advocacy services provided, it is difficult to even consider how services were provided before the CAC and the multi-county advocate interacted on behalf of victims and caregivers.

#### IV. Statement of Problem

This section will help us understand why your program is important to crime victims that come into contact with your agency as well as the community you serve. This section should document the problem(s) the organization continues to face and justify a need for continued funding.

1. What is the problem(s) identified among crime victims that come into contact with your agency that <u>this program</u> addresses? (What do crime victims need that they would not get or would receive less of if this program were not continued?)

Child sexual and serious physical abuse impact on the child victim and non-offending caregivers is far reaching and when issues of abuse are not addressed it can lead to repeated victimization. This program allows for the child victims and their non-offending family to receive comprehensive and immediate services to reduce revictimization by the system. Crime victims and their non-offending caregivers that come into contact with our agency receive services that include: initiating contact with the victim, establishing a case history, making effective and knowledgable referrals, provide on going support, identifying and following up on emerging needs and developing the plans to meet those needs through medical, criminal justice and personal advocacy. All these services provided to victims and their non-offending caregivers insure that support and information is available to them at all times during the process.

2. How are you aware that this problem exists? (Please provide data that supports the need for your proposed program and include the source of any such data. You may also use anecdotal information based on experiences of agency staff or other sources within your jurisdiction. Please do not use names or any other information that would identify a specific victim. The Instructions section contains a list of potential data sources for your use.)

National statistics estimate that one if four girls and one out of six boys are abused or neglected beofre the age of eighteen (Hopper, J., Child Abuse: Statistics, Research, Resources 1998). Child abuse has no cultural, socio-economic or geographical boundaries, no community is ummune to the rippling affects of child abuse. DeWitt and Livingston Counties are no different.

According to Department of Children and Family Services (DCFS), state wide distribution of the number of children reported as Abused and Neglected (2004) were up 7.0% to 104,264 from 97,428 in 2003. DeWitt County reported 295 children 59.7 per 1000 children. Livingston County reported 536 children or 46.7 per 1000---among the highest counties in the State of Illinois in percentages of reported child abuse. At the same time these DCFS numbers only reflect the number of children seen when a disclosure is made of caregiver abuse. Children's Advocacy Center serving McLean, Livingston and DeWitt Counties saw 39% of all children seen as non-DCFS cases, meaning non caregiver abuse. Without the services of the CAC those cases would not have an advocate or follow through of services.

3. How will your program be affected if VOCA funds were not available?

If VOCA funds were not available, the program could no longer offer direct comprehensive services to victims and their non-offending caregivers. Follow-up services, information and referral, criminal justice advocacy, medical and personal advocacy services offered by this program would fall stagnate and victims already experiencing the devastation of abuse would be revictimized by the system. In "Child Advocacy Centers: One Stop On The Road to Performance Based Child Protection" the author found that that outcomes such as increased emotional support for the child, prompt delivery of services, increased availability of services, makes the child less likely to experience repeated abuse and decreased stress for child improved when services were offered by Children's Advocacy Center setting (Snell, L. 2003). Without funding child victims and non-offending caregivers would experience a large gap in services. Services without VOCA funds would focus solely on the investigation rather than the healing process.

#### V. Goal and Objectives

This section will help us better understand where your program is ultimately going (GOAL) and how it will get there (OBJECTIVES). Remember that goals and objectives should **only include VOCA grant and match** funded activities.

1. **Goal:** A universal goal has been developed for all VOCA funded programs. Please indicate the appropriate goal for your intended program.

| To provide direct services to (CHECK ONE BELOW):   |  |  |  |
|--|--|--|--|
| ALL CRIME VICTIMS AND/OR NON-OFFENDING SIGNIFICANT OTHERS  |  |  |  |
| X child sexual and serious abuse vicxtims and their non offending family members.  |  |  |  |
| (Insert sub-population of clients here.)   |  |  |  |
| for the purpose of alleviating trauma and suffering incurred from victimization.   |  |  |  |
| 2. <b>Objectives:</b> Please complete the following objectives by inserting the number of clients that will be provided with that service <b>each quarter</b> . If you will not be providing a specific type of service, place a zero in the blank. <b>Please note these objectives will directly correspond with services listed in the Infonet system.</b> |  |  |  |
| Example: Provide in-person counseling services to <u>6</u> clients each quarter.   |  |  |  |
| 1. Provide case management services to <u>60</u> clients each quarter.   |  |  |  |
| 2. Provide case coordination services to <u>60</u> clients each quarter.   |  |  |  |
| 3. Provide in-person counseling services to clients each quarter.  |  |  |  |
| 4. Provide group counseling services to clients each quarter.  |  |  |  |
| 5. Provide family counseling services to clients each quarter.   |  |  |  |
| 6. Provide crisis intervention services to clients each quarter.   |  |  |  |
| 7. Provide criminal justice advocacy services to 75 clients each quarter.  |  |  |  |
| 8. Staff <u>06</u> multi-disciplinary team meetings each quarter.  |  |  |  |
| 9. Provide medical advocacy services to <u>11</u> clients each quarter.  |  |  |  |
| 10. Provide other advocacy services to <u>75</u> clients each quarter.   |  |  |  |

11. Provide crime victim compensation services to 15 clients each quarter.

| 12. Provide mental health services to clients each quarter.                                     |  |  |  |
|---|--|--|--|
| 13. Provide transportation services to clients each quarter.                                    |  |  |  |
| 14. Provide referral services to <u>25</u> clients each quarter.                                |  |  |  |
| Objectives 15 is left blank so that you may indicate any other direct service not listed above. |  |  |  |
| 15. Provide services to clients each quarter.   |  |  |  |

#### VI. Program Implementation

The problem statement has described the issue(s) to be addressed. Goals/objectives have defined the ends to be achieved. This section will tell us how these ends are going to be accomplished by describing how the **VOCA grant and match funded activities** will be implemented in clear, logical detail and should provide a clear picture of how the program will operate in order to achieve its goals and objectives.

1. Please describe the specific activities each staff member under <u>this program</u> will provide to crime victims.

The staff member funded under this program will offer:

Initial contact in person with child victim and non-offending caregivers

Case management and case coordination of services to the victim and their non-offending caregivers.

Follow-up services for child victims and non-offending caregivers within 5 days of initial contact and continued follow-up on monthly basis

Provide on-going support

Information and referral by telephone or in person contact for needed services
Assessing progress in securing appropriate services and meeting related goals
Identification of families emerging needs and development of plans to meet them
Provide criminal court orientation and criminal court escort services to court
Provide information regarding criminal case status and/or disposition

Assistance in filling out compensation claims

Provide advocacy services including and not limited to medical, criminal justice and personal advocacy.

Assist in facilitating the multidisciplinary team process by participating in all pre and post interview case reviews and multidisciplinary team meetings.

2. How do the activities listed above benefit your target population?

By providing the above listed services to our target population we can continue to ensure child victims and their non-offending caregivers receive in Livingston and DeWitt Counties direct quality services needed to help them through the trauma of abuse and the challenges of the system. The needs of the child and families are the priorities of this program and at all times they are taken into consideration when offering services. Follow through at all levels of the process and liaison for further service benefit our target population toward healing while empowering them from victim to survivor.

3. Given any new issues or barriers to implementation that you encountered during the current performance period, what steps will be taken to address these issues during the new program period?

The multi-county advocate relocated to Canada to be closer to her family. The position opening as a result left big shoes to fill. We have hired a double master's level advocate who has had a great deal of experience advocating for the disabled population, so we look at the ability to enhance even more the services for advocacy in the county

4. What training needs have you identified for the staff funded under this program?

Maltreatment of children

Implications of sexual abuse with non offending family members

Family dynamics

Knowledge of counties served, culture barriers as well as the process each county uses with law enforcement and victim services

Sexual abuse and physical abuse dynamics, victims services and victim rights

5. How will you address those training needs? If unable to address those needs, please explain why:

Since the new advocate does not have a great deal of training in child maltreatment we will be training her first on that aspect. She has already signed for SOMB and VESSA training as well as traveling to CACs for more first hand knowledge on the role of the advocate. She will be trained in house as well as state and nationally for victim rights.

#### VII. 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 VOCA 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.

| Activity/Service                       | Month<br>Begun | Month<br>Completed | Personnel<br>Responsible | Frequency                     |
|--|----------------|--------------------|--------------------------|-------------------------------|
| EXAMPLE                                |                |                    |                          |                               |
| Distribute brochures                   | Month 1        | Ongoing            | Volunteers               | As Needed                     |
| Case Management                        | Month 1        | Month 12           | Multi-county             | Daily, weedkly                |
|  |                |                    | Case manager             | as determined<br>by case load |
| Case Coordination                      | Month 1        | Month 12           | Multi-County             | Daily, weekly                 |
|  |                |                    | case manager             | as determined                 |
|  |                |                    | C                        | by caseload                   |
| Advocacy Services inleyuing crimimal,  | Month 1        | Month 12           | Multi-county             | Daily, weekly                 |
| justice, medical and personal advocacy |                |                    | case manager             | as determined                 |
|  |                |                    |                          | by case load                  |
| Multidisciplinary team meetings        | Month 1        | Month 12           | multi county             | Daily, weekly                 |
|  |                |                    | case manager             | as determined                 |
|  |                |                    |                          | by case load in               |
|  |                |                    |                          | addition to                   |
|  |                |                    |                          | monthly case                  |
|  |                |                    |                          | reviews                       |
| Victim Compensation                    | Month 1        | Month 12           | Multi county             | Daily, weekly                 |
|  |                |                    | case manaager            | as determined                 |
|  |                |                    |                          | by case load                  |
| Referral services                      | Month 1        | Month 12           | Multi county             | Daily, weekly                 |
|  |                |                    | case manager             | as determined                 |
|  |                |                    |                          | by case load                  |
| Evaluation of Services                 | Month 6, 12    | Month 6, 12        | Mary                     | Once each                     |
|  |                |                    | Whitaker,                |                               |
|  |                |                    | Associate                |                               |
|  |                |                    | Director                 |                               |
| Implement or expand duties, look at    | Month 1        | Month 12           | Multi-county             | On-Going                      |
| trends of needs for satellite counties | <u> </u>       |                    | case manager             |                               |

## EXHIBIT B: BUDGET IDENTIFICATION OF SOURCES OF FUNDING

Implementing Agency: McLean County/McLean County CAC

Agreement #: 205207

|                 | SOURCE                          |           | <u>AMOUNT</u> |
|-----------------|---------------------------------|-----------|---------------|
| Federal Amount: | Victims Of Crime Act (VOCA)     |           | \$35,925      |
|                 |                                 | Subtotal: | \$35,925      |
| Match:          | McLean County/McLean County CAC |           | \$8,981       |
| ,               |                                 | Subtotal: | \$8,981       |
| Over Match:     | McLean County/McLean County CAC |           | \$169         |
|                 |                                 | Subtotal: | \$169         |
|                 | GRAND TOTAL                     |           | \$45,075      |

| Budget & Budget Narrative | McLean Count | McLean County/McLean County CAC                            | nty CAC                  |                  | Agreement#          | 205207        | 207           |            |
|---------------------------|--------------|--|--------------------------|------------------|---------------------|---------------|---------------|------------|
| PERSONNEL SERVICES        |              | Annual   | # Months                 | % Time On        | Federal             | Match         |               |            |
| Job Title                 |              | Salary   | On Program               | Program          | Amount              | Contribution  |               | Total Cost |
| Multi-county case manager |              | \$ 30,946.00   | 12                       | 100%             | \$ 30,946.00        |               | €9            | 30,946.00  |
|                           |              | ·  |                          |                  |                     |               | ₩.            | 1          |
|                           |              |  |                          |                  |                     | \$            | -             | 1          |
|                           |              |  |                          |                  | 89                  |               | €9            |            |
|                           |              |  |                          |                  | · \$                | 89            | €9            | 1          |
|                           |              |  |                          |                  | ı<br>&              | ↔             | -             | 1          |
|                           |              |  |                          |                  | 1<br><del>6/3</del> | <del>69</del> | <del>59</del> | t          |
|                           |              |  | Total FTE                | 1.00             | €9                  | <b>⇔</b>      | ٠             | 1          |
|                           |              |  |                          | Total Salary     | \$ 30,946.00        | €-            | · 69          | 30,946.00  |
| 7                         | Fring        | Fringe Benefits (Use figure from Fringe Benefit Worksheet) | ure from Fringe Be       | mefit Worksheet) | \$ 4,979.00         | \$ 1,643.00   | .00           | 6,622.00   |
|                           |              | I  | TOTAL PERSONNEL SERVICES | NEL SERVICES     | \$ 35,925.00        | \$ 1,643.00   | .00           | 37,568.00  |

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.

(See Attached Budget Instructions)

VOCA granted dollars cover 100% of 1-FTE salary and \$4,979 of the total \$6,622 fringe benefits. Benefits are broken down into \$2900 for medical, 7.65% for FICA and 4.38% IMRF (Illinois Municial Retirement Fund). \$1,643 is a local match contribution towards benefits.

| Budget & Budget Narrative McLean Cour | McLean County/McLean County CAC | nty CAC            |                         | Agreement#           | 205207                 |                    |
|---------------------------------------|---------------------------------|--------------------|-------------------------|----------------------|------------------------|--------------------|
|                                       |                                 |                    | Pro-rated               | <u>Federal</u>       | Match                  |                    |
| <u>Item</u>                           | Cost per Unit                   | # of Units         | Share                   | Amount               | Contribution           | Total Cost         |
| N/A                                   |                                 |                    |                         | ↔                    | ·<br>&                 | ;<br>&A            |
|                                       |                                 | :<br><del>S</del>  |                         | . ↔                  |                        | €9                 |
|                                       |                                 | · ·                |                         | 1<br>6 <del>/3</del> | ·<br>&9                | ٠ -                |
|                                       |                                 | ι<br><del>\$</del> |                         | S                    | &                      | ·<br>69            |
|                                       |                                 | \$                 |                         | € <del>9</del>       | 69                     | ۱<br><del>دم</del> |
|                                       |                                 | \$                 |                         | l<br>/<br>&∌.        | r<br>€ <del>S</del>    | ۱ -                |
|                                       |                                 |                    |                         | t<br>€ <del>S</del>  | -                      | <del>69</del>      |
|                                       |                                 | :<br><del>S</del>  |                         | ı<br><del>⇔</del>    | ı<br>& <del>&gt;</del> | · ·                |
|                                       | •                               | ·<br>\$            |                         | ,<br>69              | -<br>\$                | 89                 |
|                                       |                                 | TOTAL EQ           | TOTAL EQUIPMENT COST \$ | - \$                 | •                      | :<br><del>S</del>  |
| $\mathcal{D}$                         |                                 |                    | 1                       |                      |                        |                    |

Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

(See Attached Budget Instructions)

None applicable in this section

| Budget & Budget Narrative | McLean County/McLean County CAC | nty CAC                   |              | Agreement#         | 205207              |                     |
|---------------------------|---------------------------------|---------------------------|--------------|--------------------|---------------------|---------------------|
| COMMODITIES               |                                 |                           |              | Federal            | Match               |                     |
| Item                      |                                 | Cost / Month              | # of Months  | Amount             | Contribution        | Total Cost          |
|                           |                                 | ;<br><b>↔</b>             |              | ·<br>~             | ·<br>&9             | '<br><del>∽</del>   |
| Office Supplies for staff |                                 | \$ 30.00                  | 12           | ı<br><del>59</del> | \$ 360.00           | \$ 360.00           |
|                           |                                 | 1<br><del>6</del>         |              | r<br>₩             | ı<br>€ <del>9</del> | ·<br>&              |
|                           |                                 | . ↔                       |              | -                  | - ∽                 | ۱ ،                 |
|                           |                                 | 1<br><del>6/3</del>       |              | -<br><del>69</del> | €9                  | ı<br>€ <del>9</del> |
|                           |                                 | ¹<br><del>S</del>         |              |                    | •                   | ٠                   |
|                           |                                 | :<br><del>69</del>        |              | ·<br>•             | -<br>\$             | -                   |
|                           |                                 | TOTAL COMMODITIES COST \$ | ODITIES COST | چ                  | \$ 360.00           | \$ 360.00           |

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.

(See Attached Budget Instructions)

Office supplies for the multi-county case manger is \$30 per month. Although using McLean County CAC as her base, she is often in Livingston and DeWitt counties and needs to keep supplies current and available.

| Budget & Budget Narrative  | McLean Count                | McLean County/McLean County CAC | nty CAC       |                   | Agreement#           |      | 205207       |      |            |
|--|-----------------------------|---------------------------------|---------------|-------------------|----------------------|------|--------------|------|------------|
| TRAVEL   |                             |                                 |               |                   | Federal              | M    | Match        |      |            |
|  |                             | Cost/Mile                       | # of Miles/mo | # of Months       | Amount               | Cont | Contribution | Tota | Total Cost |
| Program Staff Mileage*   |                             | 0.375                           | 800           | <u>12</u>         | . ⊗                  | 6/9  | 3,600.00     | €9   | 3,600.00   |
|  |                             |                                 |               |                   | ı<br>&9-             | €9   |              | €9   | 1          |
| Client Transportation  |                             |                                 |               |                   | 1<br>6 <del>/3</del> | 6-9  | 1            | €>   | '          |
| Conference Travel**  |                             | Cost/ person                    | # of people   | # of days         | 6-9                  | ₩    | '            | €9   | 1          |
| Airfare  |                             |                                 |               |                   | ·<br>↔               | 69   | 1            | €9   | '          |
| PerDiem  |                             |                                 |               |                   | ·<br>&               | 6-9  | 1            | 69   | 1          |
| Lodging  |                             |                                 |               |                   | \$                   | €9   | I            | €5   | 1          |
| Other (Specify)  |                             |                                 |               |                   |                      |      |              | 8    | ı          |
| * State rate is calculated at \$.405/mile. If agency rate is lower use that lower rate.          | agency rate is lower use th | at lower rate.                  |               |                   |                      |      |              |      |            |
| ** Out of State Travel requires prior Authority approval.  | nority approval.            |                                 | TOTAL         | TOTAL TRAVEL COST | ı<br><del>∽</del>    | 69   | 3,600.00     | €    | 3,600.00   |
| Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget. | e a brief description for e | each line of the Tr             | avel Budget.  |                   |                      |      |              |      |            |
| (See Attached Budget Instructions)   |                             |                                 |               |                   |                      |      |              |      |            |

Mileage is broken down as follows: \$.375 (X) an average of 800 miles/month (X) 12 mos. for a total of \$3,600 in match funds. This is an estimate based on the prior grant. Travel expenses are based on Case Manager's travel to satellite offices and clients' homes.

| Budget & Budget Narrative  | McLean Count | McLean County/McLean County CAC | uty CAC     |                        | Agreement#          | 205207       | 7.         |          |
|--|--------------|---------------------------------|-------------|------------------------|---------------------|--------------|------------|----------|
| CONTRACTUAL  |              |                                 | # of hours  |                        | Federal             | Match        |            |          |
|  | Cost/month   | Dollar/hour                     | per month   | Pro-rated Share        | Amount              | Contribution | Total Cost | Cost     |
| Cell Service   | \$40.00      |                                 |             | 100%                   | 1<br>59             | \$ 480.00    | \$         | 480.00   |
| Telephone Service  | \$1,167.00   |                                 |             | 1/12                   |                     | \$ 1,167.00  | €9         | 1,167.00 |
| Pager service  |              |                                 |             |                        | ·<br>59             | €9           | €          | '        |
| Conference Registration Fees   | \$300.00     |                                 |             | 100%                   | ı<br>€ <del>9</del> | \$ 300.00    | \$ 00      | 300.00   |
| Other: (Specify, (Electric, 428 sq feet)   | \$1,600.00   |                                 |             | 1/12                   | ι<br><del>S</del>   | \$ 1,600.00  | €9         | 00.009,1 |
| Other (Specify)  |              |                                 |             |                        | -                   |              | 69         | 1        |
| Use Boxes Below for Contractual Personnel  |              |                                 |             |                        | -                   | -            | ↔.         | ı        |
|  |              |                                 |             |                        | \$                  | \$           | €9         | 1        |
| The state of the s |              |                                 |             |                        | -                   | \$           | 69         | ı        |
|  |              |                                 |             |                        | ·<br>\$             | \$           | 8          | 1        |
| 35   |              |                                 | TOTAL CONTE | TOTAL CONTRACTUAL COST | - \$                | \$ 3,547.00  | <b>\$</b>  | 3,547.00 |
|  |              |                                 |             |                        |                     |              |            |          |

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

(See Attached Budget Instructions)

Since this case manager will be in rural areas and is serving two counties, mobile technology for her safety and the ease of communication is essential. The plan costs 440/mo. (X) 12 mos. = 4480. The cost of phone service was \$14,004 based on last year's expenses. This averages to \$1,167/mo. & pro-rated among 12 staff members. For a total of \$1,167 in match funds. Electirc service is pro-rated for office space and with access to training and conference facilities. All of the utility costs are based on McLean county only as at this point, we have in kind donations for Livingston's utilities and have worked to have DeWitt County underwritten.

Conference registration fees will cover the registration to the National Symposium in Huntsville and any other conferences allowable under VOCA.

205207

| GRAND TOTAL        | Federal | <u>eral</u> | Match          | ch          |              |
|--------------------|---------|-------------|----------------|-------------|--------------|
|                    | Amo     | Amount      | Contribution   | ution       | Total Cost   |
|                    |         |             |                |             | :<br>:       |
| PERSONNEL SERVICES | \$ 3;   | 35,925.00   | €9             | 1,643.00    | \$ 37,568.00 |
| EQUIPMENT          | €9      | ı           | €9             | ı           | . €          |
| ES                 | ↔       | 1           | €9             | 360.00      | \$ 360.00    |
|                    | €9      | 1           | 69             | 3,600.00    | \$ 3,600.00  |
| CTUAL              | 8       | 1           | 6 <del>9</del> | 3,547.00    | \$ 3,547.00  |
|                    |         |             |                |             |              |
| TOTAL COST         | \$      | 35,925.00   | 89             | 9,150.00 \$ | \$ 45,075.00 |

All procurements must be competitive

## FRINGE BENEFIT WORKSHEET: Agreement # 205207

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

| RATED FRINGE BENEFITS   | Rate as % of Salary |
|---|---------------------|
| FICA  | 7.650%              |
| UNEMPLOYMENT  | ·                   |
| RETIREMENT/PENSION  | 4.380%              |
| WORKER'S COMP   |                     |
| DENTAL/VISION   |                     |
| HOSPITALIZATION   |                     |
| Other (Specify)   |                     |
| Total % Fringe Rate   | 12.030%             |
| Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)            | \$30,943.00         |
| TOTAL RATED FRINGE BENEFITS   | \$3,722             |
| FLAT RATE FRINGE BENEFITS   | \$ per FTE          |
| HEALTH/MEDICAL INSURANCE  | \$2,900.00          |
| OTHER (SPECIFY)   |                     |
|   |                     |
| Total Flat Rate Fringe  | \$2,900.00          |
| Number of grant-funded FTE (full-time equivelent) positions. (Please use figure from cell F-11 of Budget Detail)* | . 1.00              |
| FLAT RATE FRINGE BENEFITS   | \$2,900             |
| TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)   | \$6,622             |

<sup>\*</sup>PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

## Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

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

|            | This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension FR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 8 Federal Register (pages 19160-19211).  |
|------------|---|
|            | (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)   |
| (1)<br>(2) | The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. |
| Nam        | ne and Title of Authorized Representative   |
|            |   |
| Sign       | ature Date  |
|            |   |
| <br>Nam    | ne of Organization  |
| Addr       | ress of Organization  |
|            |   |
|            |   |

## EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEUP) CERTIFICATION INSTRUCTIONS

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

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

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

## <u>OR</u>

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

## CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

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

## EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION (Complete SECTION A OR SECTION B below, as applicable. Complete ONLY ONE SECTION.)

| Grant Program (circle applicat<br>ADAA/BYRNE, J                              | ole federal grant progran<br>AIBG, LLEBG, NCHIP | a):<br>, RSAT, VAWA, VOCA, VOITIS, Other (Speci  | fy)  |
|--|---|--|--|
| Grant Number:  | Federal (                                       | Grant Award Amount: \$   |  |
| Grantee/Organization Name (I   | nereafter referred to as th                     | ne "Entity"):  |  |
| Address:   |   |  |  |
| Contact Person:  |   |  |  |
| Telephone #:   | Fax #:  | E-mail address:  |  |
|  | SECTION A. CI                                   | ERTIFICATION (EEOP NOT REQU  | IRED)  |
| I<br>NOT REQUIRED TO PREPA   | ARE AN EEOP FOR TH                              | [responsible official] CERTIF<br>E REASON(S) CHECKED BELOW, PURSUA   | TY THAT THE FUNDED ENTITY IS<br>NT TO 28 CFR 42.302. |
| Check all of the following   | ng that apply:                                  |  |  |
| ☐ ENTITY HAS LESS THAN<br>☐ ENTITY IS A NON-PROF.<br>☐ ENTITY IS AN INDIAN T | IT ORGANIZATION                                 | ☐ ENTITY DOES NOT RECEIVE A GRAN☐ ENTITY IS A MEDICAL INSTITUTION☐ ENTITY IS AN EDUCATIONAL INSTIT   |  |
| Signature of Responsible Off   | ficial]   | [Print Name and Title]   | [Date]   |
| (For inform  | ation regarding EEOF                            | TIFICATION (EEOP REQUIRED AND development, see: http://www.ojp.usdc  | j.gov/ocr/eeop.htm)                                  |
| I.   |   | [responsible official], certify  | that the   |
| Entity has formulated an Equ   | al Employment Opportu                           | nity Plan in accordance with 28 CFR 42.301, et a   | seq., subpart E, that was signed into effect         |
|  |   |  |  |
|  |   | [agency/organization name], at   | F_ 3.3   |
|  |   | or audit by officials of the Illinois Criminal Just  |  |
| · · · ·  | -   | fice of Civil Rights as required by relevant laws  |  |
| funds in an 18-month period,   | Entity shall submit a cop                       | es \$500,000 or more through a single grant, or \$ py of its Equal Employment Opportunity Plan to he Office of Civil Rights for review and approva | the Authority. The Authority shall                   |
|  |   |  |  |
| [Signature of Responsible Of   | čficial)  | [Print Name and Title]   | [Date]   |

## CIVIL RIGHTS COMPLIANCE CERTIFICATION (Complete ENTIRE certification)

| Grant Program (circle applic<br>ADAA/BYRNE,   | able grant program):<br>JAIBG, LLEBG, NCHIP, RSAT  | , VAWA, VOCA, VOITIS  | , Other (Specify)   |   |
|---|--|---|---|---|
| Grantee/Organization Name   | (hereafter referred to as the "Enti  | ity"):  |   |   |
| Address:  |  |   |   |   |
| Contact Person:   |  |   |   |   |
| Telephone #:  | Fax #:   | E-mail a  | ddress:   |   |
| Grant Number/Contract Nam   | ne:  |   |   |   |
| Certification Statemen  | <u>t:</u>  |   |   |   |
| <ul> <li>limited to those liste</li> <li>No person shall be of in connection with a disability, or sex.</li> <li>Entity is in compliant programs to personal VI Prohibition Again 2002, Volume 67, No.</li> </ul> | nce with all applicable local, stated in the Interagency Agreement(excluded from participation in, deany activity funded under this grantee with the following federal guardent with limited English proficiency inst National Origin Discrimination. Number 117, Page 41455-41472). | e and federal civil rights law<br>is)/Contract(s) in effect for the<br>enied the benefits of, subject<br>ant(s)/contract(s) on the base<br>addance materials regarding<br>by (LEP): Guidance to Feder<br>on Affecting Limited English | the grant(s) and contract(s) listed to discrimination under, as of race, color, age, religion the provision of meaningful all Financial Assistance Recipish Proficient Persons (Federal | s, including but not sted above. or denied employment a, national origin, access to services and pients Regarding Title al Register, June 18, |
| process hearing on the groun  | he event that a federal or State conds of race, color, age, religion, nate that will forward a copy of the ce of Justice Programs.   | ational origin, disability, or  | sex against the Entity, or any  | subgrantee or   |
| Check the following it  ☐ THE ENTITY, ITS S PAST 5 YEARS  | em(s) that apply:  UBGRANTEES AND CONTRA   | CTORS <b>HAVE HAD <u>NO</u></b>   | FINDINGS OF DISCRIMIN   | HT MIHTIW MOITAN  |
| ☐ THE ENTITY, ITS S PAST 5 YEARS (You I Authority)  | UBGRANTEES OR CONTRAC MUST attach a copy of all findi indings have already been submit attached  | ng(s) made within the pas   | t 5 years that have not yet b   | een submitted to the  |
| Signature of Responsible O  | fficial]   | [Title]   | [Date]  |   |

McLean County
Child Protection
Network, Children's
Advocacy Center
and CASA of McLean
and Livingston
Counties



## **Directors Report**

Year End 2005

My perspective

2005 has been one of my most challenging years as the director of the Children's Advocacy Center/CASA from many perspectives—managerial, funding and general work effort.

From a management perspective, for the first time, we encountered significant staff turnover. After many hours of close supervision and countless chances I felt in the best interest of the CASA program it was time to allow an employee to resign. And of course after the resignation the clean up effort has been very time consuming, from redoing grant reports to hiring and training new staff. Two other staff members left the department, one as a result of relocation to Canada and another to return to school for a nursing degree. With change however come the possibilities of new thoughts and new perspectives. We have hired and I believe have done so with much competency three new staff to fill the positions, all of them bringing a unique blend of life experiences, education and work history.

With a loss of staff, obviously we have asked our staff to work doubly hard and certainly the number of children seen during that time period and the number of CASA issues did not decrease. Keeping staff motivated and on target became not only a big concern but also something we proactively tried to keep a handle on. I certainly want to take the time to salute the staff members here who remained vigilant to the needs of children and volunteers. Without everyone pulling their weight and then some, we would have "sunk the ship" with 33% of our staff either absent before the positions were filled or in training mode. Their dedication is what makes this department, this agency not only so capable but also so competent.

We have had continued struggles making sure those children 17 and under were seen at the Center. Reminiscing I remember our early struggles with DCFS and Law Enforcement and today we stand so solidly with those disciplines, as well as the State's Attorney's Office. Although I believe advocating for a multidisciplinary approach will continue in 2006 and beyond, we stand very united on bringing top quality to all children 17 and under and frankly that feels very good.

From a monetary perspective we were able to maintain all but one grant (DCFS \$10,000) that we had been given 2 year notice on the defunding process. The reason was simply it was a start up new initiative grant that should have ceased many years prior to us holding it for 10 years. Writing the grants is the easiest part of it; it is the maintenance that becomes very

difficult and my hats off to Mary Whitaker for executing so seamlessly those important grant reports.

Two of our Attorney General grants during the year actually received an increase in funding and the others were maintained status quo. We received a new one-time grant for \$5,000 for upkeep of computer equipment from National Children's Alliance and also a one-time grant from Illinois Criminal Justice Information Authority that allowed us to update 3 computers.

United Way went up in two of our counties from \$37,500 in McLean to \$41,500 and in DeWitt from \$500 to \$1700 which greatly has eased the burden by 50% of paying for the satellite's office facility in Clinton.

One of our greatest achievements with the funding issues was the success of our bi-annual fundraiser *TIP A VIP* in 2005 netting about \$47,000.

In general, our efforts both during the 8-4:30 work day and certainly weekends and later continued. For example from the reporting period of August through October 2005 staff accumulated 179.25 hours of comp time. In the weeks and months preceding TIP A VIP, I made a very conscious effort to not involve staff and did a lot of the work with particular community committee members. We looked for different kinds of leadership and Dr. Kathy Widerborg and certainly many of the committee heads, like Susan Clary, Barb Nunemaker, Patti Salch, Shauna Thompson, Anne Fleer, Sally Chalian and Ann Larkin made all the difference. We also had tremendous help from some key staff namely Alicia Dornan and Kathy Patterson who rallied many times over. The day and evening of the event itself, again the community came through with help from Chuck Witte, Esaw Peterson, Bruce Patterson, Dan Patterson, Detective Burns, and Susan Myers. At one time during the day I counted 23 different community people assisting.

From my personal perspective I don't think I have ever felt as challenged or as fulfilled as I have during 2005. Some of my personal goals were met and others began, for example:

- We co-authored a prevention grant with District 87 and Unit 5 Schools with a sign off from all administrators to begin training a curriculum called Darkness2Light at the Administrators Academy in August 2006. As most of you will recall getting the school districts to sit down together and then discuss issues related to child sexual abuse has been a major issue. (We just received notification that we received the full grant amount)
- In March, we got a protocol for DCFS signed off after hosting several meetings at the CAC and in August we got sign off on the prevention program.
- We worked with OSF St. Joseph Medical Center and after numerous meetings with Pediatric Resource Center, ER management, and doctors and we were able to put in place at St. Joseph a protocol for response to

- sexual abuse for children 17 and under. That protocol is signed and in place and in fact is being trained to all ER staff as this year-end report is being written. (Week of November 14<sup>th</sup>)
- We hosted a training workshop in June that was specifically for mental health professionals and advocates working with children who had been sexually or physically abused and were in treatment. The one day training had 4 speakers, and we look forward to doing a similar type training in 2006.
- We revised the McLean County protocol (as we do each year) with more emphasis and direction towards advocacy and medical response. This 6page protocol explains in detail each step of the process and the goals and expectations of all the disciplines, the protocol was completed and signed in June of 2005. We are currently underway to revise Livingston and DeWitt County protocols as well.
- Mary Whitaker continued as faculty for Finding Words Illinois for training of forensic interviewers. This is an important area and to have someone so well respected in the state is certainly a threshold that we are proud of in McLean County. Jo Sipes, Mike Burns from BPD will be attending advanced forensic interview training in March 2006.
- Kathy Patterson has submitted application for credentialed advocate.
   After 7 years of being employed at the CAC as an advocate and meeting all the very specific credentialing standards, Kathy will be notified if her application has been accepted.
- I have continued on the executive committee for Children's Advocacy
  Centers of Illinois as immediate past president during 2005 with my term
  ending July 1 2006. At the same time I have represented the United Way
  agencies this year as President of the Agency Executive Council.
- Kathy Patterson and I went through Darkness2Light training in Washington DC in June of 2005 and believe that we have found a prevention program that makes sense not only for children but more specifically for children in McLean County. Whether or not we receive the prevention grant award from National Children's Alliance we feel strongly that this program should be brought to the schools system and look to find a way to make that happen.
- I was asked again to do grant review in Washington DC for my third year and reviewed 37 total grants from the northeast and southeast part of the United States. Additionally I was trained as a site reviewer for National Children's Alliance and have reviewed Advocacy Centers in Nebraska, Ohio and before the December board meeting I will be reviewing San Bernadino California. These experiences not only enrich me professionally

but also I believe has given the CAC/CASA a great advantage on understanding standards and grant writing in general

- We have served as a mentor for Peoria County CASA program and in fact have trained their CASA director in our CASA trainings. And by the way our last CASA training, which is number 28, brought in 20 new CASA volunteers.
- With few exceptions, I would say we did an excellent job at either maintaining or forging new partnerships with agencies and team members in the three counties we service. Livingston County has undergone several key team changes in 2005 but we have successfully continued and strengthened those key relationships.
- We began seeing children in DeWitt at the new satellite center in 2005 and look forward to great things in 2006 in both our satellite CACs.
- We began a new data base system that is being coordinated with many of the CACs in the state. While the system has had many kinks and has taken a lot of staff time to get used to, we do believe it will give us a world of knowledge and reports at our fingertips.
- Stephanie Wong was appointed as Assistant State's Attorney to the CAC and brought with her a vast amount of experience.
- We received a competitve grant request for multidisciplinary training for \$5,000 for the San Diego Conference for January 2006. Mary and Kathy took the lead in writing this grant and it wil allow us to send 5 MDT members to San Diego. The grant includes conference registration, airfare and meals, but does not allow for hotel cost. This particular conference is one of the premier conferences we have longed to go to but have not been able due to finances. So great job Mary and Kathy!
- I have been asked to be a mentor to a new professor from Illinois State University as part of my advisory board function for the Community Advocacy Board at ISU under Dr. Gary Olsen. I am looking forward to meeting with the ISU professor as she has extensive background in child welfare and will surely give me as much as I can possibly give her.

So what about 2006, where are we going and what are our goals? I have included both the CASA goals and the CAC goals for 2006 framing out goals incorporating the appreciative inquiry approach the board used in strategic planning. Where we go in 2006 will be guided from where we have been, our mission and our values for children. We do know that Doug Crossman, CASA case manager, will be retiring in the spring after 5 ½ years of service and we know that there will be obstacles to climb and rivers to forge. We are certain with the competency of the staff, the direction of the board that we will move forward easily and well. We look forward to the challenges ahead.

## Interviews Conducted Through October 31, 2005

| Victims           | 135 | 68.87%       |
|-------------------|-----|--------------|
| Juvenile Suspects | 5   | 2.55%        |
| Sibling/Witness   | 30  | 15.3%        |
| Courtesy          | 18  | 9.2%         |
| 2nd Interviews    | 8   | 4.08%        |
| McLean Totals     |     | 100%         |
| Victims           | 57  | 74%          |
| Juvenile Suspects | 1   | 1.3%         |
| Sibling/Witness   | 15  | 19.5%        |
| Courtesy          | 4   | <b>5.2</b> % |
| 2nd Interviews    | 0   | 0%           |
| Livingston Totals | 77  | 100%         |
| Victims           | 34  | 82.9%        |
| Juvenile Suspects | 0   | 0%           |
| Sibling/Witness   | 6   | 14.7%        |
| Courtesy          | 0   | 0%           |
| 2nd Interviews    | . 1 | 2.4%         |
| DeWitt Totals     | 41  | 100%         |

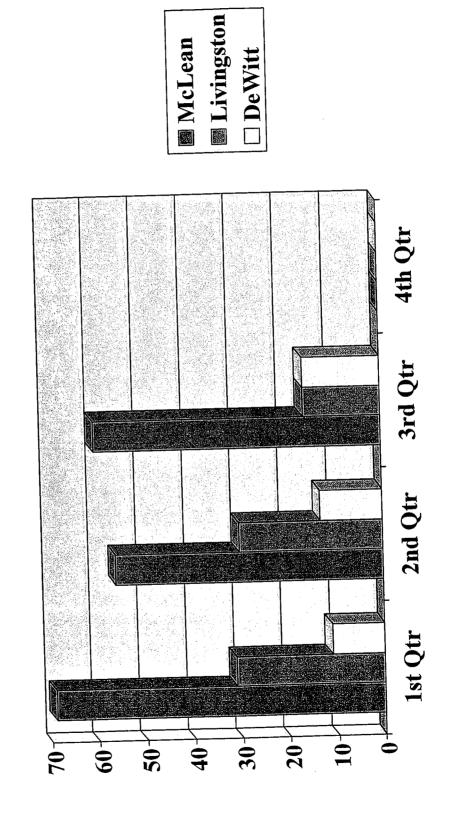
## Interview Breakdown

| 80  | 40.8%   |
|-----|---|
| 38  | 19.4%   |
| 30  | 15.3%   |
| 19  | 9.7%  |
| 29  | 14.8%   |
| 196 | 100%  |
| 28  | 36.4%   |
| 38  | 49.3%   |
| 8   | 10.4%   |
| 3   | 3.9%  |
| 77  | 100%  |
|     |   |
| 16  | 39.0%   |
| 18  | 44.0%   |
| 6   | 14.6%   |
| 1   | 2.4%  |
| 41  | 100%  |
|     | 38<br>30<br>19<br>29<br>196<br>28<br>38<br>8<br>3<br>77<br>16<br>18<br>6<br>1 |

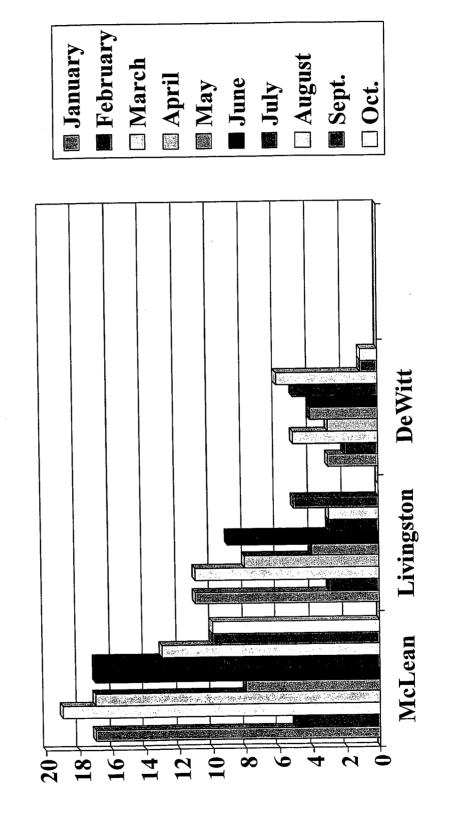
## Interview Breakdown

| DCFS Cases          | 117  | 59.7%    |
|---------------------|------|----------|
| Non DCFS Cases      | 79   | 40.3%    |
| Susan Myers         | (53) | (45.3%)  |
| Other Investigator  | (64) | (54.7%)  |
| McLean Total        | 196  | 100%     |
| DCFS Cases          | 58   | 75.3%    |
| Non DCFS Cases      | 19   | 24.7%    |
| Jeff Hunt           | (28) | (48.3%)  |
| Lee Bodigheimer     | (14) | (24.1%)  |
| Brandt Randalls     | (13) | (22.4%)  |
| Other Investigators | (3)  | (5.2%)   |
| Livingston Totals   | 77   | 100%     |
| DCFS Cases          | 31   | 75.6%    |
| Non DCFS Cases      | 10   | 24.4%    |
| Susan Myers         | (9)  | (29.03%) |
| Susan Allison       | (9)  | (29.03%) |
| Other Investigators | (13) | (41.94%) |
| DeWitt Totals       | 41   | 100%     |

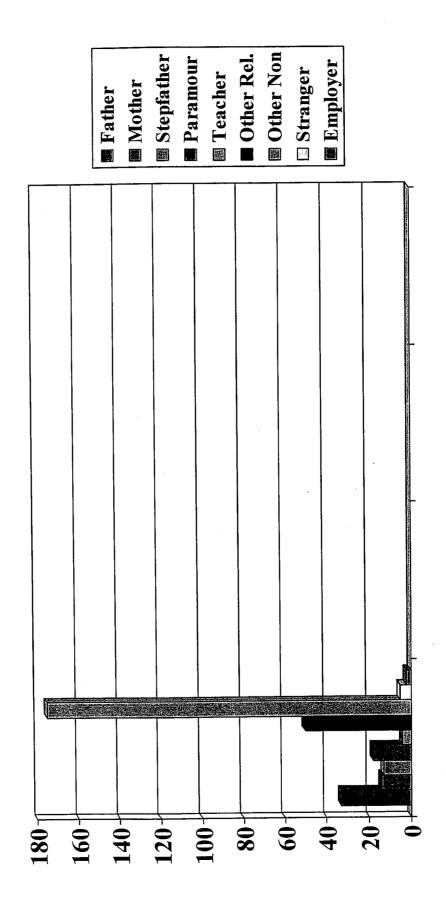
Total Interviews through Oct. 31, 2005



# Interviews By County/Month 2005



## Suspect Relation to Victim



## McLean County CASA Monthly Statistics FY05

|  |         | <del></del> |       | · · · · · · · · · · · · · · · · · · · | <del></del> | —т    | <del></del> |        | ···· 1    |         |          |          | 1          |
|--|---------|-------------|-------|---------------------------------------|-------------|-------|-------------|--------|-----------|---------|----------|----------|------------|
| Court<br>Hearings<br>Attended          | 9       | 10          | 8     | 12                                    | 5           | 15    | 10          | 12     | 16        | 22      |          |          | 116        |
| Reports Filed                          | 8       | 14          | 14    | 10                                    | 7-          | 13    | 13          | ιΩ     | တ         | 14      |          |          | 111        |
| CASAS<br>Trained                       | 0       | 0           | 7     | 0                                     | 0           | 0     | 0           | 0      | 0         | 0       | 17       |          | 24         |
| Reported<br>CASA<br>Volunteer<br>Hours | 308     | 349         | 292   | 318                                   | 296         | 258.3 | 280         | 306.7  | 308.5     | 351.25  |          |          | 3067.75    |
| Total Number of Assigned CASAs         | 63      | 62          | 62    | 63                                    | 61          | 54    | 60          | 09     | 26        | 58      |          |          | 599        |
| CASAS                                  | 3       | 4           | 2     | 4                                     | 2           | 1     | 7           | င      | 0         | 8       |          |          | 34         |
| Total Children<br>Served               | 116     | 115         | 111   | 109                                   | 94          | 94    | 107         | 111    | 100       | 109     |          |          | 1066       |
| Children<br>Awating CASA<br>Assignment |         |             |       |                                       |             |       |             |        |           | 12      |          |          | 12         |
| Child Cases<br>Closed                  | 0       | o           | ω     | 7                                     | 9           | 19    | -           | 7      | 10        | 5       |          |          | 72         |
| New Children<br>Cases<br>Assigned      | 6       | 8           | 4     | 5                                     | 9           | 4     | 41          | 1      | 0         | 14      |          |          | 75         |
|  | January | February    | March | April                                 | May         | June  | July        | August | September | October | November | December | YTD Totals |

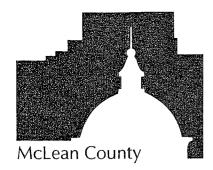
## McLean County Children's Advocacy Center Monthly Statistics November, 2005

| Μοντμήγτηο  | X | 2004<br>1ST INTERVIEW | 1ST.<br>INTERVIEW | Juv.Suspect<br>Interview | SIB/WITNESS<br>INTERVIEW | 2ND<br>INTERVIEW | OUT OF COUNTY<br>INTERVIEW | ТотаL<br>Монтни | YTD<br>TOTALS |
|---|---|-----------------------|-------------------|--------------------------|--------------------------|------------------|----------------------------|-----------------|---------------|
| 19/19       2       4       0         5/24       0       7       0         19/43       1       5       0         17/60       0       0       3         17/60       0       0       3         17/85       0       3       2         17/102       1       3       2         13/115       0       1       1         10/125       0       3       0         10/135       0       1       0         9/144       0       0       0         144       5       30       8 |   | MONTH/YTD<br>STATS    | 2005<br>MONTH/YTD | 2005                     | 2005                     | 2005             |                            | INTERVIEWS      |               |
| 19/43       1       5       0         19/43       1       5       0         17/60       0       0       3         8/68       1       3       2         17/85       0       3       2         17/102       1       3       2         13/115       0       1       1         10/125       0       3       0         10/135       0       1       0         9/144       0       0       0         144       5       30       8                                       |   | 13/13                 |                   |                          | 4                        | 0                | 0                          | 25              | 25            |
| 19/43     1     5     0       17/60     0     0     3       8/68     1     3     0       17/85     0     3     2       17/102     1     3     2       13/115     0     1     1       10/125     0     3     0       10/135     0     1     0       9/144     0     0     0       144     5     30     8   |   | 12/25                 |                   | 0                        | 7.                       | 0                | 5                          | 17              | 42            |
| 17/60     0     0     3       8/68     1     3     0       17/85     0     3     2       17/102     1     3     2       13/115     0     1     1       10/125     0     3     0       10/135     0     1     0       9/144     0     0     0       144     5     30     8   |   | 12/37                 |                   |                          | 5                        | 0                | 7                          | 27              | 69            |
| 8/68     1     3     0       17/85     0     3     2       17/102     1     3     2       13/115     0     1     1       10/125     0     3     0       10/135     0     1     0       9/144     0     0     0       144     5     30     8   | 1 | 15/52                 |                   | 0                        | 0                        | 3                | 0                          | 20              | 68            |
| 17/85     0     3     2       17/102     1     3     2       13/115     0     1     1       10/125     0     3     0       10/135     0     1     0       9/144     0     0     0       144     5     30     8  | 1 | 15/67                 |                   |                          | 3                        | 0                | 0                          | 12              | IOI           |
| 17/102     1     3     2       13/115     0     1     1       10/125     0     3     0       10/135     0     1     0       9/144     0     0     0       144     5     30     8  |   | 14/81                 |                   |                          | 82.                      | 2                | 7                          | 24              | 125           |
| 13/115       0       1       1         10/125       0       3       0         10/135       0       1       0         9/144       0       0       0         144       5       30       8   |   |                       |                   | 1                        | 33                       | 2                | 2                          | 25              | 150           |
| 10/125       0       3       0         10/135       0       1       0         9/144       0       0       0         144       5       30       8  |   | 18/120                |                   | 0                        | 7                        |                  | 5                          | 20              | 021           |
| 146     10/135     0     1     0       158     9/144     0     0     0       178     30     8   |   | 16/136                |                   |                          |                          | 0                | 7                          | 15              | 185           |
| 58     9/144     0     0     0       178     30     8   |   | 10/146                |                   | 0                        | I                        | 0                | 0                          | II              | 961           |
| 178 30 8  |   | 12/158                | 9/144             | 0                        | 0                        | 0                | 7                          | 11              | 207           |
| 144 5 30 8  |   | 20/178                |                   |                          |                          |                  |                            |                 |               |
|   |   | 178                   |                   |                          | 30                       | 8                | 20                         | 207             | 207           |

95

## McLean County CASA Monthly Statistics FY05

| 300000000000000000000000000000000000000 | VIEU     | Neu-                 | Children     | 88888888888888888888888888888888888888 | 86000000000000000000000000000000000000 | Total                      | Reported  |         |         | 1           |
|---|----------|----------------------|--------------|--|--|----------------------------|-----------|---------|---------|-------------|
| ····                                    | Children | Child Cases          |              | Total Children                         |  | Number of                  | Z Z       | CASAS   | Reports | Llearings   |
| (O)<br>(O)<br>(O)                       | Cases    | Closed               | CASA         | Served                                 | Assigned                               | Assigned                   | Volunteer | Trained | Filed   | V-trondod A |
| **************************************  | Assigned |                      | Assignment   |  |  | CASAS                      | Hours     |         |         | אַרופוומפּמ |
| January                                 | 6        | 0                    | e/u          | 116                                    | 3                                      | 63                         | 308       | 0       | 8       | 9           |
|   | 8        | 6                    | e/u          | 115                                    | b b                                    | 29                         | 349       | 0       | 74      | 10          |
| March                                   | ħ        | æ                    | n/a          | 111                                    | 2                                      | 29                         | 292       | 7       | 14      | α           |
|   | 5        | 7                    | e <i>J</i> u | 109                                    | 4                                      | 63                         | 318       | 0       | 10      | 72          |
| May                                     | 9        | 9                    | n/a          | <i>5</i> 6                             | 7                                      | 79                         | 296       | 0       | 11      | S           |
|   | <i>ħ</i> | 19                   | n/a          | <i>ħ</i> 6                             | 1                                      | 54                         | 258.3     | 0       | 13      | 15          |
|   | 14       | 7                    | n/a          | 107                                    | 7                                      | 60                         | 280       | 0       | 13      | 10          |
| August                                  | 11       | 2                    | e/u          | 111                                    | ĸ                                      | 60                         | 306.7     | 0       | S       | 77          |
| September                               | 0        | 10                   | e/u          | 100                                    | 0                                      | 56                         | 308.5     | 0       | 6       | 97          |
| October                                 | 14       | ŝ                    | 12           | 109                                    | æ                                      | 58                         | 351.25    | 0       | 24      | 22          |
| November                                | 9        | Ş                    | 13           | 110                                    | က                                      | 58                         | 368       | 17      | 11      | 22          |
| December                                |          |                      |              | -                                      |  |                            | MA NAS    |         |         |             |
| YTD Totals                              | 81       | YTD Totals 81 77 1.3 | §            |  | 37                                     | 1176 37 3435.75 24 122 138 | 3435.75   | 24      | 122     | 138         |



## **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 Room 601

Juvenile Division:

(309) 888-5370

Fax (309) 888-5831

## Memo

Honorable Members of the Justice Committee To:

From: Roxanne K. Castleman

CC: Chief Judge Elizabeth A. Robb

Date: 1/5/2006

Domestic Violence Grant Re:

In September of 2004 McLean County was awarded a grant from the Illinois Criminal Justice Information Authority to fund a domestic violence multi-disciplinary team program. The grant is a renewable three year grant. The second year of the grant funding is \$65,462 and covers the cost of two (2) domestic violence probation officers.

I have attached a copy of the recently received the second year contract, as well as the county's grant information form for you review and approval.

The cash match of \$24,000 is paid by salary subsidy reimbursement from the Administrative Office of the Illinois Courts..

I will be present at the justice meeting, to answer any questions you may have.

Thank you for your consideration in this matter.

## McLEAN COUNTY - GRANT INFORMATION FORM

| General Grant Information                         |                       |                           | <u> </u>   |
|---|-----------------------|---------------------------|--|
| Requesting Agency or Department:                  | This request is f     | or.                       |  |
| McLean County Court Services                      | A New G               |                           |  |
|   | <del></del>           | Extension of Existin      | a Grant  |
|   |                       | Pyronoion of Eyigin       | e Orani  |
| Grantor:  | Grant Type:           |                           |  |
| Illinois Criminal Justice Information Authority   | Federal, (            | CFDA #:                   |  |
|   | ☐ State               |                           |  |
|   | ○ Other               |                           |  |
|   |                       |                           |  |
| Anticipated Grant Amount:                         | Grant Funding         | Method:                   |  |
| \$ 65,462.00                                      | ⊠ Reimb               | ursement                  | Pre-Funded   |
| \$ 05,402.00                                      |                       |                           |  |
|   |                       | al Receipt Date:          |  |
| Anticipated Match Amount (if applicable):         |                       | ning Funds (if appli      |  |
| \$35,237  | \$24,000 AOIC at      | nd \$6099 supervisor      | s time   |
|   |                       |                           |  |
| •   |                       |                           |  |
| Personnel and Information                         |                       |                           |  |
| New personnel will be hired:                      |                       | <u>be responsible for</u> |  |
| Yes (complete chart below)                        | financial report      | ing:                      |  |
| ☐ No  | ☐ Yes                 |                           | ⊠ No   |
|   | Current               | Current                   | Current  |
| New Personnel Expense Chart                       | FY                    | FY+1                      | FY+2   |
| Number of Employees:                              | 2                     |                           |  |
| Personnel Cost                                    | \$76,355              | \$                        | \$   |
| Fringe Benefit Cost                               | \$19,230              | \$                        | \$   |
| Total Cost  | \$95,585              | \$                        | \$   |
| Additional Costs and Requirements (if applicable) |                       | 1 *                       | 1 **   |
| Description of equipment to be purchased:         |                       | ubcontracting costs       | *  |
| pescription of equipment to be pur enuseu.        | Besch Iption of 5     | abconti acting costs      | <u></u>  |
|   |                       |                           |  |
|   | Current               | Current                   | Current  |
| Additional Costs Chart                            | FY                    | FY+1                      | FY+2   |
| G.1   |                       |                           | \$   |
| Subcontractors                                    | \$                    | \$                        | \$   |
| Equipment   | \$                    | \$                        | The second secon |
| Other   | \$                    | \$                        | \$   |
| Total Cost  | \$                    | \$                        | \$   |
| Other requirements or obligations: (increased wor | kload, continuation o | f program after gra       | int period, etc)   |
|   |                       |                           |  |
|   |                       |                           |  |
|   | • 1                   |                           |  |
| Responsible Personnel for Grant Reporting and O   | versight:             |                           |  |
|   |                       | 1                         |  |
| May X ( The                                       |                       | 1-504                     |  |
| ( vann)   |                       |                           |  |
| Department Head Signature                         | Date                  | <b>,</b>                  |  |
|   |                       |                           |  |
|   |                       |                           |  |
| Grant Administrator Signature (if different)      | Date                  | <u> </u>                  | <del>,,</del>  |
| Grant Administrator Signature (ii different)      | Date                  | •                         |  |
| OVEDSICUT CO                                      | OMMITTEE APPRO        | VAT.                      |  |
| O VERSIGHT CO                                     | OMINITIES ALLINO      | 1 ALI                     |  |
|   |                       |                           |  |
|   |                       |                           |  |
| Chairman  | Date                  | 2                         |  |
|   |                       |                           | Form Date: 1/3/  |



## ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

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

December 14, 2005

Ms. Jodie Ellsworth McLean County State's Attorney's Office McLean County MDT 104 West Front Street Room 605 Bloomington, Illinois 61701

Dear Ms. Ellsworth:

Enclosed you will find interagency agreement #602170, 602174, 602171, 602172 and 602173 between your offices and the Authority for the Domestic Violence Multi-Disciplinary Team Program. Please review the enclosed documents and notify me if revisions are necessary. If all is in order please obtain the necessary signatures on the agreement and return the *entire packet* to my attention for further processing.

I have also enclosed the fiscal information sheet and initial cash request forms needed to begin the draw down of federal funds. Please fill out these forms and return them to me with the signed agreement. Once all signatures are received on the agreement, I will process the paperwork for you to receive your initial federal funds for this program.

Please note that this packet also includes two new forms regarding civil rights compliance. Please review, sign and forward these civil rights compliance certifications to the Authority. The authorized officials of the grant's Implementing Agency, and Program Agency, if applicable, must complete these forms. This grant cannot be submitted for final signature by the Authority's Executive Director until these forms have been completed.

As a point of clarification, these certifications do not represent new civil rights requirements that grantees must adhere to. These certifications reflect existing federal regulations that have always been included in the interagency agreements between your office and the Authority, but now a separate certification is required.

If you have any questions, please feel free to contact me at (312) 793-4457 or by email at mmazewski@icjia.state.il.us. I look forward to working with you on this program.

Sincerely,

Marilyn Mazewski

Federal and State Grants Unit

Enclosures

cc: MF #602170, 602174, 602171, 602172, 602173

## ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Federal and State Grants Unit Initial Cash Request

| On behalf of McLean County on behalf of the McLe  I am requesting an initial cash request of \$ |                                  |
|---|----------------------------------|
| Agreement #_602174  | as permitted in interagency      |
| <del>-</del> - <del>-</del>   |                                  |
|   |                                  |
|   | Signature of Authorized Official |
|   |                                  |
|   | Date                             |
|   |                                  |
|   | Title                            |
|   | ·                                |
|   |                                  |
|   | Program Name                     |
|   |                                  |
|   | Implementing Agency Fein Number  |
|   |                                  |
| +T , , , , , , , , , , , , , , , , , , ,  |                                  |
| *Instructions for completion on reverse side  |                                  |
| For Authority use only  |                                  |
|   |                                  |
| Requested   | FED/GR                           |
| Disbursal   |                                  |
| Approved  | ${\it Date}$                     |
| by:   |                                  |
|   | $\it Date$                       |
|   | Dave                             |

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## INITIAL CASH REQUEST FORM INSTRUCTIONS

- Enter Implementing Agency name and agreement number on the lines provided.
- Enter amount of cash advance necessary to pay for program start up costs. In calculating this figure, consider equipment purchases that will take place immediately and personnel costs for the first three months of the program. Implementing agencies should anticipate a delay of approximately 4-6 weeks from the submission of the request until the receipt of the State warrant.

Since federal regulations require that implementing agencies request only the minimum amount of cash necessary to pay bills in a timely fashion, funds should be requested only for those obligations that can be liquidated within 45 days. The Authority reserves the right to adjust cash requests as seen necessary. If the implementing agency anticipates an inordinate expenditure of funds during the initial period, an explanation should be attached.

- Obtain signature of authorized official and provide the individual's title, program name, and Implementing Agency FEIN (Taxpayer ID) number on the lines provided.
- Return the completed original to the Illinois Criminal Justice Information Authority, Federal and State Grants Unit, 120 South Riverside Plaza, Suite #1016, Chicago, Illinois 60606.



## U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS OFFICE OF THE COMPTROLLER

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

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

## (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Michael F. Sweeney
County Board Chairman

Name and Title of Authorized Representative

Signature

Date

McLean County on behalf of McLean County Court Services

Name of Organization

104 W. Front Street
Bloomington, Illinois 61702

Address of Organization

## Instructions for Certification

- 1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposes," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
- 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Non-procurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of reports in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is, normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## FISCAL INFORMATION SHEET

The following information is required to ensure that the Authority and its implementing agencies meet the financial and program reporting requirements of various federal grant programs. This information is required prior to the release of funds. The Implementing Agency is the state or local unit of government or not-for-profit agency accepting funds under the interagency agreement. The Program Agency is the organization responsible for performing the daily activities. An organization can be both the Implementing Agency and the Program Agency.

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

| Impl | ementing Ag         | ency: McLean   | County on behalf of t                 | he McLean Co   | ounty Court Services        |
|------|---------------------|--|---------------------------------------|----------------|-----------------------------|
| Impl | ementing Ag         | gency's FEIN #:  | 37-6001569                            |                | Agreement #: 6 <u>02174</u> |
| Prog | ram Agency:         | McLean Cou   | nty Court Services                    |                | · ·                         |
| Prog | ram Title: <u>I</u> | Domestic Violer  | nce Multi-Disciplinar                 | y Team Progra  | am ·                        |
| 1.   | Who will            | be responsible   | for preparing and sub                 | mitting quarte | rly fiscal reports?         |
|      | Name:               |  |                                       |                |                             |
|      | Title:              |  |                                       |                |                             |
|      |                     |  |                                       |                |                             |
|      |                     |  |                                       |                |                             |
|      |                     |  | · · · · · · · · · · · · · · · · · · · |                |                             |
| 2.   | Who will            | be responsible   | for preparing and sub                 | mitting quarte | rly data/progress reports?  |
|      | Name:               |  |                                       |                |                             |
|      | Title:              | a de la constantina della cons |                                       |                |                             |
|      |                     |  |                                       |                |                             |
|      | Address:            |  |                                       |                |                             |
|      | Phone:              |  |                                       | Fax:           |                             |

P:\FSGU Users\Marilyn Mazewski\ACTIVE VAWA\McLean continuation\Court Services\Fiscal Information Sheet 04.03.doc

| 3. |    | Will a separate fiscal account/fund be maintained for the program?                                    |
|----|----|---|
|    |    | Yes, this account will maintain: (Choose one)   |
|    |    | Federal funds only  |
|    |    | Both federal and local matching funds   |
|    |    | No, but all program funds will be identified by a specific account or fund number                     |
|    |    | and recorded within the general accounting records for the Agency.                                    |
| 4. |    | Where should program fund disbursements be sent?  |
|    |    | Address:  |
|    |    |   |
|    |    | ለ <b>ጥጥ</b> ነ   |
|    | _  | ATTIN.  |
|    | Э. | What organization is listed as holder of the bank account into which program funds will be deposited? |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |
|    |    |   |

Effective 05/03

## EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION (Complete SECTION A OR SECTION B below, as applicable. Complete ONLY ONE SECTION.)

| Grant Program (circle applicable federal grant program ADAA/BYRNE, JAIBG, LLEBG, NC   | gram):<br>HIP, RSAT, <u>VAV</u> | VA, VOCA, VOITIS, Other   | r (Specify)                    |                                     |
|---|---------------------------------|---|--------------------------------|-------------------------------------|
| Grant Number: 602174  | Federal Gr                      | ant Award Amount: \$65,46   | 52                             |                                     |
| Grantee/Organization Name (hereafter referred to  | as the "Entity"):               | McLean County   |                                |                                     |
| Address: 104 W. Front Street Bloomington, Illinois 61702  | . ,                             |   |                                |                                     |
| Contact Person:   |                                 |   |                                |                                     |
| Telephone #: Fax #  | <b>#:</b>                       | E-mail address:   | :                              |                                     |
|   | ·-                              |   | ***                            |                                     |
| SECTION A.  | CERTIFICA                       | IION (EEOP NOT R  | EQUIRED)                       |                                     |
| I<br>NOT REQUIRED TO PREPARE AN EEOP FOR  | THE REASON(S                    | [responsible official] C<br>CHECKED BELOW, PU                     | ERTIFY THAT T<br>IRSUANT TO 28 | THE FUNDED ENTITY IS<br>CFR 42.302. |
| Check all of the following that apply:  |                                 |   |                                |                                     |
| ☐ ENTITY HAS LESS THAN 50 EMPLOYEES ☐ ENTITY IS A NON-PROFIT ORGANIZATION ☐ ENTITY IS AN INDIAN TRIBE   | I □ ENTITY                      | DOES NOT RECEIVE A<br>IS A MEDICAL INSTITU<br>IS AN EDUCATIONAL I | TION                           | ARD OF AT LEAST \$25,000            |
| [Signature of Responsible Official]   | -,                              | [Print Name and Title]  |                                | [Date]                              |
| OR SECTION B. CEI  (For information regarding EE  Certification Statement (For Entities with 50 or n  | OP developmen                   | •   | .usdoj.gov/ocr                 | /eeop.htm)                          |
| I,Michael F. Sweeney  |                                 | [County Board Cha   | irman], certify tha            | t the                               |
| Entity has formulated an Equal Employment Oppo within the past two years by the proper authority at County Administration                                     | nd that it is availab           | ordance with 28 CFR 42.3 ole for review. The EEOP is              | 01, et seq., subpart           | E, that was signed into effec       |
|   |                                 |   |                                |                                     |
| P.O. Box 2400, Bloomington, Illinois 61702-2400   |                                 |   |                                |                                     |
| for review by the public and employees, or for revi<br>Department of Justice, Office of Justice Programs,   | -                               |   |                                | •                                   |
| In addition to the above requirements, if Entity received funds in an 18-month period, Entity shall submit a forward the Equal Employment Opportunity Plan to | copy of its Equal               | Employment Opportunity F  | Plan to the Authori            |                                     |
| [Signature of County Board Chairman]  | [Michael E Sw                   | eeney County Roard Chair  | manl                           |                                     |

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

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

| Grant Prog       | ram (circle applicable fo<br>ADAA/BYRNE, JAIBO                       |                         |                 | A, VOCA, VOITIS, Oth  | er (Specify)           |                                       |
|------------------|--|-------------------------|-----------------|---|------------------------|---------------------------------------|
| Grant Num        | nber: 602174   |                         | Federal Gra     | nt Award Amount: \$65,4   | 162                    |                                       |
| Grantee/Or       | rganization Name (herea  | fter referred to as the | "Entity"):      | McLean County Cour  | : Services             |                                       |
|                  | 104 W. Front Street<br>Bloomington, Illinois 6                       | 1702                    |                 |   |                        |                                       |
| Contact Pe       | erson:   |                         |                 |   |                        |                                       |
| Telephone        | #:   | Fax #:                  |                 | E-mail addres   | ss:                    |                                       |
|                  | <u>s</u>   | ECTION A. CER           | TIFICAT         | TION (EEOP NOT  | REQUIRED)              |                                       |
| I_<br>NOT REQ    | UIRED TO PREPARE .   | AN EEOP FOR THE         | REASON(S        | _ [responsible official]<br>) CHECKED BELOW, F                        |                        | HE FUNDED ENTITY IS<br>CFR 42.302.    |
| Check a          | ll of the following t  | nat apply:              |                 |   | •                      |                                       |
| □ ENTITY         | THAS LESS THAN 50 THAN 50 THAN 50 THAN 50 THAN 50 THAN 50 THAN TRIBI | RGANIZATION             | □ ENTITY        | DOES NOT RECEIVE A<br>IS A MEDICAL INSTIT<br>IS AN EDUCATIONAL        | UTION                  | ARD OF AT LEAST \$25,000              |
| [Signature       | of Responsible Official  |                         |                 | [Print Name and Title]  | (Sept.)                | [Date]                                |
| OR Certification | (For information   | regarding EEOP d        | evelopmeni      | N (EEOP REQUIR)<br>t, see: http://www.oj<br>nat receive a single gran | p.usdoj.gov/ocr        | /eeop.htm)                            |
| I,               | Roxanne K. Cas   | leman                   |                 | [Director], cert  | ify that the           |                                       |
| within the       | past two years by the prourt Services                                | oper authority and that | t it is availab | ole for review. The EEOF  | is on file in the offi |                                       |
|                  |  |                         |                 |   |                        | Street, Room 103, P.O. Box            |
|                  |  |                         |                 | iniala aftha Illimaia Cuima   | -                      | idress]<br>tion Authority or the U.S. |
|                  |  | •                       | •               | ghts as required by releva  |                        |                                       |
| In addition      | n to the above requireme   | ats, if Entity receives | \$500,000 or    | more through a single gr  | ant, or \$1,000,000 or | r more in aggregate grant             |
| funds in ar      | n 18-month period, Entit   | y shall submit a copy o | of its Equal    | Employment Opportunity  | Plan to the Authori    | ty. The Authority shall               |
| forward th       | e Equal Employment Op  | portunity Plan to the ( | Office of Civ   | vil Rights for review and   | approval.              |                                       |
| [Signature       | of Director]   | [Roxanne K. C           | astleman, D     | irector]  | [Date]                 |                                       |

# CIVIL RIGHTS COMPLIANCE CERTIFICATION (Complete ENTIRE certification)

| Grant Pro       | gram (circle applicable grant p<br>ADAA/BYRNE, JAIBG, LL   | rogram):<br>EBG, NCHIP, RSAT, <u>VAWA</u>  | , VOCA, VOITIS, O  | ther (Specify)   |
|-----------------|--|--|--|--|
| Grantee/C       | Organization Name (hereafter re  | eferred to as the "Entity"):   | McLean Coun  | y Court Services   |
| Address:        | 104 W. Front Street<br>Bloomington, Illinois 61702   |  |  |  |
| Contact P       | erson:   |  |  |  |
| Telephon        | e #:   | Fax #:   | E-mail addr  | ess:   |
| Grant Nu        | mber/Contract Name: #60217   | 4 Domestic Violence Multi-   | Disciplinary Team I  | rogram   |
| <u>Certific</u> | eation Statement:  |  | ·.   |  |
| I,              | Roxanne K. Castleman   |  | [Director], certify t  | o the following statements:  |
| 1<br>• 1<br>• 1 | limited to those listed in the Int<br>No person shall be excluded from connection with any activity<br>disability, or sex.<br>Entity is in compliance with the<br>programs to persons with limite<br>VI Prohibition Against Nationa<br>2002, Volume 67, Number 117 | eragency Agreement(s)/Contractor participation in, denied the landed under this grant(s)/contractor following federal guidance material English proficiency (LEP): Of lorigin Discrimination Affects, Page 41455-41472). | ct(s) in effect for the<br>penefits of, subjected<br>ract(s) on the basis of<br>aterials regarding the<br>Guidance to Federal I<br>ing Limited English | regulations and guidelines, including but not grant(s) and contract(s) listed above.  to discrimination under, or denied employment frace, color, age, religion, national origin,  provision of meaningful access to services and rinancial Assistance Recipients Regarding Title Proficient Persons (Federal Register, June 18,  p://www.ojp.usdoj.gov/ocr/lep.htm) |
| In additio      | on, I certify that in the event tha  | t a federal or State court or adn  | ninistrative agency n  | akes a finding of discrimination after a due   |
| •               |  |  | _  | against the Entity, or any subgrantee or   |
|                 | r of the Entity, the Entity will f<br>r Civil Rights, Office of Justice  |  | the Authority. The A   | Authority will forward a copy of the finding to the  |
| Check 1         | the following item(s) tha  | t apply:   |  |  |
|                 | HE ENTITY, ITS SUBGRANT<br>T 5 YEARS   | EES AND CONTRACTORS I  | HAVE HAD <u>NO FU</u>  | NDINGS OF DISCRIMINATION WITHIN THE  |
| PAS'            |  |  |  | GS OF DISCRIMINATION WITHIN THE years that have not yet been submitted to the  |
|                 | ☐ All current findings hav findings are attached   | e already been submitted to the  | Authority; no addition   | onal findings have been made and no additional   |
|                 |  | _Roxanne K. Castleman, Di  | rector   |  |
| [Signatur       | re of Director]  | [Title]  |  | [Date]   |

# CIVIL RIGHTS COMPLIANCE CERTIFICATION (Complete ENTIRE certification)

| Grant Pro                | Grant Program (circle applicable grant program): ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, <u>VAWA,</u> VOCA, VOITIS, Other (Specify)  |   |  |  |  |  |  |  |  |
|--------------------------|---|---|--|--|--|--|--|--|--|
| Grantee/0                | Organization Name (hereafter refe   | erred to as the "Entity"):  | McLean County  |  |  |  |  |  |  |
| Address:                 | 104 W. Front Street<br>Bloomington, Illinois 61702  |   |  |  |  |  |  |  |  |
| Contact 1                | Person:   |   |  |  |  |  |  |  |  |
| Telephor                 | ne #:   | Fax #:  | E-mail address:  |  |  |  |  |  |  |
| Grant Nu                 | nmber/Contract Name: #602174  | Domestic Violence Mu  | lti-Disciplinary Team Program  |  |  |  |  |  |  |
| <u>Certifi</u>           | cation Statement:   |   |  |  |  |  |  |  |  |
| •                        | limited to those listed in the Intera<br>No person shall be excluded from<br>in connection with any activity fu<br>disability, or sex.<br>Entity is in compliance with the for<br>programs to persons with limited<br>VI Prohibition Against National (2002, Volume 67, Number 117, F | agency Agreement(s)/Continuous participation in, denied the nded under this grant(s)/coolollowing federal guidance religion Discrimination Afferage 41455-41472). | [County Board Chairman], certify to the following statements: deral civil rights laws, regulations and guidelines, including but not ract(s) in effect for the grant(s) and contract(s) listed above.  The benefits of, subjected to discrimination under, or denied employment entract(s) on the basis of race, color, age, religion, national origin,  The materials regarding the provision of meaningful access to services and a Guidance to Federal Financial Assistance Recipients Regarding Title ceting Limited English Proficient Persons (Federal Register, June 18, and be found at: http://www.ojp.usdoj.gov/ocr/lep.htm) |  |  |  |  |  |  |
| process l                | hearing on the grounds of race, co  | lor, age, religion, national o  | dministrative agency makes a finding of discrimination after a due origin, disability, or sex against the Entity, or any subgrantee or to the Authority. The Authority will forward a copy of the finding to the   |  |  |  |  |  |  |
| □ T<br>PAS<br>□ T<br>PAS | ST 5 YEARS<br>THE ENTITY, ITS SUBGRANTE<br>ST 5 YEARS (You <b>MUST attach</b><br>hority)  | ES AND CONTRACTORS  ES OR CONTRACTORS I  a copy of all finding(s) m   | S HAVE HAD NO FINDINGS OF DISCRIMINATION WITHIN THE HAVE HAD FINDINGS OF DISCRIMINATION WITHIN THE hade within the past 5 years that have not yet been submitted to the he Authority; no additional findings have been made and no additional  |  |  |  |  |  |  |
|                          | re of County Board Chairman   | Michael F. Sweeney, Cou   | inty Board Chairman  |  |  |  |  |  |  |

#### EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

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

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

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

#### OR

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

#### CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

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

Domestic Violence Multi-Disciplinary Team Program PROGRAM TITLE: 602174 AGREEMENT NUMBER:

PREVIOUS AGREEMIENT 601174

NUMBER(S):

September 1, 2005 ESTIMATED START DATE:

SOURCES OF PROGRAM FUNDING:

Violence Against Women Act (FFY02)Funds \$ 65,462.00 \$ 21,821.00 Matching Funds: Over-Matching Funds: \$ 13,416.00 \$ 100,699.00 Total:

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

104 W. Front St. Room 103 ADDRESS: Bloomington IL. 61702

HEDDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

Michael F. Sweeney AUTHORIZED OFFICIAL:

TITLE: McLean County Board Chairman

309-888-5110 TELEPHONE:

PROGRAM FINANCIAL OFFICER: Rebecca McNeil

McLean County Treasurer TITLE:

309-888-5180 TELEPHONE:

McLean County Court Services PROGRAM AGENCY:

104 W. Front St. ADDRESS: Box 2400, Room 103 Bloomington, IL. 61702

PROGRAM DIRECTOR: Roxanne K. Castleman

Director TITLE: TELEPHONE: 309-888-5361

Roxanne.castleman@mcleancountyil.gov E-MAIL:

FISCAL CONTACT PERSON: Roxanne K. Castleman

AGENCY: McLean County Court Services

Director TITLE: 309-888-5361 TELEPHONE: FAX: 309-8885434

Roxanne.castleman@mcleancountyil.gov E-MAIL:

PROGRAM CONTACT PERSON: Dallas M. Lyle Deputy Director-TITLE:

309-888-5360 TELEPHONE: 309-888-5434 FAX:

dallas lyle@mcleancountyil.gov E-MAIL:

#### INTERAGENCY AGREEMENT

#### Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and McLean County on behalf of the McLean County Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, P.O. Box 2400, Room 103, Bloomington, Illinois 61702, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority has been designated as the State agency responsible for administering this program; and

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Federal Funds," (20 Illinois Administrative Code 1520 et seq.) the Authority awards federal funds received by the State of Illinois pursuant to the Violence Against Women Act of 1994 and enters into interagency agreements with state agencies, units of local government and nonprofit, nongovernmental victim service programs for the use of these federal funds; and

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2002:

- Training law enforcement officers, judges, other court personnel, and prosecutors to more effectively
  identify and respond to violent crimes against women, including the crimes of sexual assault, domestic
  violence, and dating violence.
- Developing and implementing more effective police, court, and prosecution policies, protocols, orders, and services devoted to preventing, identifying, and responding to violent crimes against women, including sexual assault and domestic violence.
- Developing, installing, or expanding data collection and communication systems, including computerized
  systems linking police, prosecution, and the courts or for the purpose of identifying and tracking arrests,
  protection orders, violations of protection orders, prosecutions, and convictions for violent crimes against
  women, including the crimes of sexual assault and domestic violence, including the reporting of such
  information to the National Instant Criminal Background Check system.
- Developing, enlarging, or strengthening victim services programs, including sexual assault, domestic
  violence, and dating violence programs; developing or improving the delivery of victims services to
  underserved populations; providing specialize domestic violence court advocates in courts where a
  significant number of protection orders are granted, and increasing reporting and reducing attrition rates for
  cases involving violent crimes against women, including sexual assault and domestic violence.

• Training of sexual assault forensic medical personnel examiners in the collection and preservation of evidence, and analysis, prevention, and providing expert testimony and treatment of trauma related to sexual assault.

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas.

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

#### **SECTION 1. DEFINITIONS**

"Program":

means a plan set out in a Program Description that identifies issues related to combatting violent crimes against women and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

#### SECTION 2. ELIGIBILITY FOR FUNDING

The Implementing Agency acknowledges that to be considered a victim services program eligible for Violence Against Women Act (VAWA) funding, it must adhere to the following criteria:

- Victim services programs must have, as one of their primary purposes, to provide services to victims of domestic violence, sexual assault, dating violence, or stalking.
- Victim services programs must reflect (e.g., through mission statements, training for all staff) an
  understanding that the violence perpetrated against victims is grounded in an abuse of power by offenders,
  reinforced through intimidation and coercion, sanctioned by traditional societal and cultural norms, and
  supported by the legal system's historically discriminatory response to domestic violence, sexual assault,
  and stalking crimes.
- Victim services programs must address a demonstrated need in their communities by providing services that
  promote the integrity and self sufficiency of victims, improve their access to resources, and create options
  for victims seeking safety from perpetrator violence.
- Victim services programs must not engage in activities that compromise victim safety.
- Victim services programs must consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

#### SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2005 through August 31, 2006.

However, no funds will flow under this agreement for the period of January 1, 2006 through August 31, 2006, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Act Formula Grant Program (02-WF-BX-0021) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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

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

#### SECTION 4. 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 5. PROGRAM DESCRIPTION AND BUDGET

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

#### SECTION 6. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 10 of this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and may be required to submit supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable state and federal laws and the terms and conditions of this agreement.

The maximum amount of federal funds payable under this agreement is \$65,462, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of program funds 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 7. MATCH**

Federal funds from the Violence Against Woman Act of 1994 may be used to pay up to 75 percent of the program costs of the program described in Exhibit A. The Implementing Agency must provide non-federal funding for at least 25 percent of the program costs of the program described in Exhibit A.

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

#### SECTION 8. 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 9. NON-SUPPLANTATION**

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant (replace) nonfederal funds, but will be used to supplement nonfederal funds that would otherwise be available to the Implementing Agency for the types of activities that would be eligible for funding under the Violence Against Women Act of 1994.

#### SECTION 10. REPORTING AND EVALUATION REQUIREMENTS

Unless another reporting schedule has been required or approved by the Authority, the Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

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

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

The Implementing Agency agrees to cooperate with Authority or federally funded assessments, evaluations, or information or data collection requests, that are related to the program activities described in Exhibit A. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

#### SECTION 11. PROGRAM INCOME

All income generated as a direct result of the program described in Exhibit A shall be deemed program income. Program income must be used for the purposes and under the conditions applicable to the use of grant funds. The Federal proportion of program income must be accounted for up to the same ratio of Federal participation as funded in the program. Program income may be retained by the Implementing Agency for any purpose that furthers the objectives of the Violence Against Women Act of 1994. Implementing Agency shall report and account for such program income as required by the Authority.

#### SECTION 12. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 10 of this agreement. Such records shall be accessible to the Authority for monitoring purposes no more than 10 days following a request that such records be produced by the Implementing Agency. Inability of the Implementing Agency to produce such records or failure to produce such records shall be cause for suspension or termination of this agreement.

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 13. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS, CONFLICT OF INTEREST

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

The Implementing Agency shall follow its established procurement process if it minimally adheres to applicable federal guidelines, and the following requirements. If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

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

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

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

The Implementing Agency agrees to comply with the provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all applicable 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.

#### SECTION 14. 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 15. 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 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 General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

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

and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 10 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. CLOSE-OUT REQUIREMENTS

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

#### SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), 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 Sections 19 and 20 of this agreement.

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

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

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

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

#### SECTION 19. 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 OVW 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 OVW 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 OVW 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 20. IMPLEMENTING AGENCY COMPLIANCE

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

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement).
- 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.; and Environmental Protection Agency regulations (40 CFR Chapter 1).
- 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.
- 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 21. NONDISCRIMINATION**

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);

- Title VI of the Civil Rights Act of 1964, as amended;
- 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 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 22. 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 the Violence Against Women Act of 1994. 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.

SECTION 23. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts funded under this agreement, or any funds 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 24. 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 25. 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 26. EXHIBITS, AMENDMENTS

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 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets

Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2002 Application and Program Guidelines, 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, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

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

#### SECTION 28. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE

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

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

#### SECTION 29. CERTIFICATION REGARDING LOBBYING.

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. If receiving more than \$100,000 pursuant to this agreement, the 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, the 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 30. 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 31. 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.

McLean County on behalf of the McLean County Court Services

Domestic Violence Multi-Disciplinary Team

Agreement #602174

- (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 32. 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 33. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and OVW 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 34. 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 VAWA funds, no later than 60 days prior to its printing.

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

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

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

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication, that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with VAWA funds, no later than 20 days prior to release of the final publication.

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2002-WF-BX-0021, awarded by the Office on Violence Against Women, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

#### SECTION 35. 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

#### **Taxpayer Identification Number:**

Employer 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                               | X_       | Government Entity                                  |
|---|--|----------|--|
| _ | Owner of Sole Proprietorship             |          | Nonresident alien individual                       |
| _ | <del>-</del> -                           |          | Estate or legal trust                              |
| _ | Partnership                              |          | Foreign corporation, partnership, estate, or trust |
|   | Tax-exempt hospital or extended care     | <u>.</u> | Other:   |
|   | facility                                 |          |  |
| _ | Corporation providing or billing medical |          |  |
|   | and/or health care services              |          |  |
|   | Corporation NOT providing or billing     |          |  |
|   | medical and/or health care services      |          |  |
|   |  |          |  |

#### **SECTION 36. 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 on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grants Program (2002-WF-BX-0021)

• Grant Award Year: Federal Fiscal Year 2002

#### SECTION 37. DISPOSITION REPORTING

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

#### SECTION 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

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

### SECTION 39. 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 40. INTEGRATION**

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter hereof 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 41. 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 42. CONFIDENTIALITY REQUIREMENTS

OVW may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of VAWA funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

#### SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS

If, for an item of equipment described in Exhibit B 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.

To the greatest extent practicable, all equipment and commodities purchased with federal and matching funds should be American-made.

#### **SECTION 43.1 SPECIAL CONDITIONS**

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) is conditioned upon adherence to the following special conditions by all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action. Inc.

- 1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174), including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action. Inc., are received by the Authority.
- 2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
- 3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:
  - Review the Multidisciplinary Team Response Protocol;
  - Notify the Authority as to any revisions made to the protocol; and
  - Provide a copy of any protocol revisions to the Authority.
- 4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.
- 5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #602170, 602171, 602172, 601173, 602174) shall meet regarding

domestic violence case statuses.

- 6. Law enforcement funded partners, including McLean County Sheriff's Department and the Bloomington Police Department, shall use a uniform domestic violence law enforcement report form, and encourage non-funded law enforcement agencies in McLean County to use the uniform report form.
- 7. If any grant-funded position is vacant for more than:
  - 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will be provided during the vacancy.
  - 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
  - 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

#### **SECTION 44. ACCEPTANCE**

| The terms of this interagency agreement are here | by accepted and | executed by | the proper | officers and | officials o | f the |
|--|-----------------|-------------|------------|--------------|-------------|-------|
| parties hereto:                                  |                 |             |            |              |             |       |

| Lori G. Levin  |             | Date |
|--|-------------|------|
| Executive Director Illinois Criminal Justice Information Authori | tv          |      |
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| · · ·  |             |      |
|  |             |      |
| Michael F. Sweeney   |             | Date |
| County Board Chairman  | •           |      |
| McLean County  |             |      |
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| Rebecca McNeil   | <del></del> | Date |
| Treasurer  |             |      |
| McLean County  |             |      |
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| Roxanne K. Castleman   | •           | Date |
| McLean County Court Services Director McLean County              |             |      |
| 141010011 001111 4   |             |      |

#### PROPOSAL NARRATIVE

Please respond to each of the items in the following sections. The answers to these questions will be your proposal.

### PART I: DESCRIPTION OF PARTNERSHIP

Please provide a *brief* description of your Multi-disciplinary Team, its members, and how it works. Describe both funded and un-funded partners.

Our MDT is comprised of funded and non-funded partners. Our funded partners are McLean County State's Attorney's Office, McLean County Sheriff's Office, McLean County Adult Court Services, Bloomington Police Department, and Mid-Central Community Action's "Countering Domestic Violence" program. The unfunded partners include Normal Police Department, McLean County Domestic Violence Task Force, Children's Advocacy Center, Collaborative Solutions Institute, PATH, Chestnut Health Systems, BroMenn Hospital, Eleventh Judicial Circuit Family Violence Coordinating Council, Corporate Alliance to End Partner Violence, and Western Avenue Community Center. We have added a new unfunded partner in the Children's Foundation. Our team members meet monthly to discuss any issues, problematic cases, new trainings and any other relevant topics. We have also discussed the adoption of a uniform lethality assessment tool.

Please explain your progress towards evidence-based prosecution or any extensive changes made if your MDT already has one.

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, recorded statements, statements to medical providers, excited utterances, photographs and independent witnesses in an attempt to gain convictions in the absence of a cooperative victim or if victim safety requires. With this grant, we have been able to better coordinate our response to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

Please explain your progress towards a "No Drop" policy or any extensive changes made if your MDT already has one.

The Mclean County State's Attorney's Office has employed a "No Drop" policy for several years and continue to do so. Once charges are filed, the office proceeds with the prosecution regardless of victim cooperation using the techniques described in our evidence-based prosecution policy.

Please explain your progress towards a no dual arrest policy or any extensive changes made if

your MDT already has one.

The McLean County Sheriff's Department's domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrest and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a uniform domestic violence protocol.

Please explain your progress towards a uniform Domestic Violence Protocol or any extensive changes made if your MDT already has one.

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department and the Normal Police Department collaborated with treatment providers, victims' services, the McLean County Domestic Violence Task Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remain in place and are still being followed. The Steering Committee has been meeting and discussing these protocols to develop a uniform Domestic Violence Protocol that will be adopted by all partners.

Please describe you MDTs relationship with the Family Violence Coordinating Council.

The Family Violence Coordinating Council is a non-funded member of MDT and are active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC's Coordinator, Sara Wilham, are currently working on a training opportunity for the local public schools. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

Please describe your progress towards the use of a uniform lethality assessment tool for domestic violence or any extensive changes made if your MDT already has one.

| The MDT members have discussed numerous lethality assessment tools. The MDT                  |
|--|
| members are currently engaged in the process of selecting a uniform lethality assessment too |
| and scheduling the required training for the chosen tool.                                    |
|  |

#### PART II. DESCRIPTION OF JURISDICTION

Please provide a short description of the jurisdiction this project serves, including information on region, population served, any special characteristic or issues.

McLean County is located in Central Illinois, approximately halfway between Chicago and St. Louis on Highway I-55. The principal municipalities in McLean County are Bloomington and Normal. McLean County covers the largest geographical area of any county in the State of Illinois and is the thirteenth largest county, in population, in Illinois. For purposes of the Illinois Criminal Justice Information Authority, McLean County has been characterized as an urban county. We have approximately 150,000 people, consisting of approximately 6% who are African-American and a rapidly growing Hispanic population. The population of McLean County has been increasing at a rate of approximately 1% per year. It is believed that this growth characteristic is unique for Illinois counties outside of certain collar counties around Cook County.

#### PART III: PROBLEM STATEMENT

Please explain the domestic violence issues you are addressing through the MDT.

McLean County and its many organizations have long been in the forefront in attempting to address the issue of domestic violence. Despite our previous efforts many areas of concern remain:

- Continuation of intergenerational cycle of abuse within our community.
  - Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow-up believing domestic violence is an acceptable if not standard occurrence in life.
- Victims that have not received services no outreach for them so they remain silent and the abuse continues.
  - Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.
- Rapidly growing Spanish-speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.
  - Due to a language barrier, information regarding available services or the actual service may not be available because of a lack of personnel that speak Spanish.
- The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow-up in cases.
  - The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

- Holding the offender accountable for their actions.
  - There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used for evidence-based prosecution.
- Victims that are hostile to the prosecution process.
  - A lack of understanding or fear of the court system cause many domestic violence victims to fail to follow through with the prosecution process. A quicker response from victim services and a coordinated effort from law enforcement and the State's Attorney's office can increase victim understanding and reduce the fear of the court system.
- Lack of community education or awareness.
  - The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.
- Need for education of a new generation of police officers in domestic violence issues.

   The State's Attorney's Office and the project coordinator have conducted roll
   call trainings at the Bloomington Police Department, Normal Police Department and the
   McLean County Sheriff's Department. These trainings allow new officers to be informed of the unique issues and challenges that are faced in domestic violence cases and to be informed of what evidence is needed for successful prosecutions, including evidence-based prosecutions

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <a href="http://www.isp.state.il.us/">http://www.isp.state.il.us/</a>. If you need municipal level data for domestic offense rates or other assistance obtaining any of this information, you may contact the Authority's Research & Analysis Unit at 312/793.8550.

#### 2001-2003

| Jurisdiction(s) | Dor  | nestic=Rela | ited . | - Don | iestic Vio | lence | Numbe  | rs of Em   | ergency |
|-----------------|------|-------------|--------|-------|------------|-------|--|--|---------|
| served by your  |      | Arrest      |        | P     | rosecutio  |       | COLV. MEDIA STATE OF THE PERSON OF THE PERSO | PRINCIPAL PRINCI |         |
| agency          | 2001 | 2002        | 2003   | 2001  | 2002       | 2003  | 2001   | 2002   | 2003    |
| McLean County   | 598  | 532         | 531    | 734   | 609        | 578   | 124  | 92   | 74      |
|                 |      |             |        |       |            |       |  |  |         |
|                 |      |             |        |       |            |       |  |  |         |

|                 | Numbe  | r of client | s victim=                        | Num             | ber of do    | mestic          | Num             | ber of do  | mestic          |
|-----------------|--|-------------|----------------------------------|-----------------|--------------|-----------------|-----------------|--|-----------------|
| Jurisdiction(s) |  | ces agenc   |                                  | - viol          | ence offe    | nders           | viol            | ence offer                                       | iders           |
| served by your  |  | d with Or   |                                  | senter          | red to bi    | obation         | ALCOHOL: NO.    | entenced   |                 |
| agency          | The state of the s | Protection  | CONTRACTOR CONTRACTOR CONTRACTOR |                 |              |                 | treatr          | nent/com   | iseling         |
|                 |  |             |                                  |                 |              |                 |                 |  |                 |
|                 | 2001   | 2002        | 2003                             | 2001            | 2002         | 2003            | 2001            | 2002   | 2003            |
| McLean County   | <b>2001</b> 200  | <b>2002</b> | <b>2003</b>                      | <b>2001</b> 451 | 344          | <b>2003</b> 291 | <b>2001</b> 375 | <b>2002</b> 290                                  | <b>2003</b> 245 |
| McLean County   |  |             | <del> </del>                     | <del> </del>    | <del> </del> | <del> </del>    | <del></del>     | <del>                                     </del> | ·               |

Please describe any gaps in the data requested.

The data provided from Countering Domestic Violence regarding the number of victims assisted with orders of Protection from 2000-2002 reflects ONLY victims who were made Countering Domestic Violence clients. Because the InfoNet data system only tracks client information, the Countering Domestic Violence intake process is now completed for every victim receiving legal advocacy and criminal justice advocacy services—unless their identified partner is already a client. This new procedure took effect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

The data included in the "sentenced to treatment" category is currently gathered from a free text field. In order to gather accurate numbers under our current system, the files would have to be hand searched. We are improving that system of data collection under this grant by utilizing scantron forms that are read optically and fed into the database.

#### PART IV: REVIEW OF GOALS AND OBJECTIVES

Goals and objectives were created for this program during your past period of performance. A data report was also developed that gathered quantifiable information on the activities of your MDT. Use these items to indicate your performance of your goals and objectives from the grant period that began in 2004 and ended in 2005.

Goal 1: Build the multidisciplinary team

| <b>Objective</b>                             |  |
|--|--|
| Hire all multidisciplinary team staff by the | Status: All staff was hired by the agreed date |
| end of month one                             |  |
| Procure Necessary equipment for the team by  | Status: All equipment was purchased or on      |
| the end of month two                         | order by the end of month two                  |
| Complete necessary training of team staff by | Status: All team staff completed necessary     |
| the end of month six                         | team training including the victims services   |
|  | training course                                |
| Develop standards for case assignment to     | Status: Standards for case assignments were    |
| team staff by month three                    |  |
| Hire all multidisciplinary team staff by the | Status: All staff was hired by the agreed date |
| end of month one                             |  |

Goal 2: Track all domestic violence cases through the system to monitor progress and identify areas of improvement

| Objective.  |   |
|---|---|
| Develop data collection method that captures domestic violence-related offenses across partner agencies within six months of project implementation | Status: Data collection methods were acquired by all of our team members by the end of month four.  |
| Project Coordinator provides team members with analysis of compiled data each month   | Status: All data is turned in every month in order to track each agencies changes from month to month as a team and discussed at the MDT monthly meetings |
| Conduct monthly Team reviews of the compiled data to identify gaps or areas of improvement  | Status: The MDT discusses the data and specific cases and how they are handled or could be handled more smoothly.   |

Goal 3: Improve communication between Multi-Disciplinary Team partners

| Goal 3. Improve communication between Multi-Disciplinary Team partners |  |  |
|--|--|--|
| Objective *  |  |  |
| Develop coordinated domestic violence                                  | Status: We have combined all departments'      |  |
| Protocols within one year of project                                   | protocols and have produced one protocol and   |  |
| implementation   | are continuing to make changes and Market Hall |  |
|  | corrections to it as needed.                   |  |
| Team attends Family Violence Coordinating                              | Status: Representatives from each department   |  |
| Council meetings and provides Council                                  | of our MDT attend the FVCC meetings.           |  |
| progress report of project activities                                  | regularly. We discuss our DV objectives at     |  |
|  | these meetings.                                |  |
| Conduct monthly Multi-Disciplinary Team                                | Status: Monthly MDT meeting are held every     |  |
| meetings   | month on the second Tuesday. We                |  |
| ·  | occasionally find that one meeting is not      |  |
|  | enough and tend to meet as a team numerous     |  |
| ·  | other occasions.                               |  |

Goal 4: Improve jurisdictional response to victims of domestic violence

| Objective  | Performance Indicator  |
|--|--|
| 85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services | <ul> <li>Number of domestic-related offenses reports to law enforcement. 1520         (L.E. section of data report)</li> <li>Number of these reports in which victim was informed of rights. 1520         (Victim services section of data report)</li> <li>Number of these reports in which victims were referred to victim service agency. 1411 (Victim services section of data report)</li> <li>Narrative on status: Victims were</li> </ul> |

|  | notified of their rights in every  |
|--|--|
|  | domestic violence case in McLean   |
|  | County   |
| 85 percent of domestic- related reports to   | Number of victims served 1329  |
| law enforcement will be submitted to victim  | Number of victims partially served 0   |
| service agency within 48 hours   | Number of victims not served 0   |
|  | (All data found within the victim services   |
|  | section of data report)  |
|  | Narrative on status: Victims in need of  |
|  | services were fully served.  |
| Digital photographs will be collected in 80  | Number of incident reports 1520 (L.E.  |
| percent of domestic-related reports to law   | section of data report)  |
| enforcement as needed  | Number of cases/incidents investigated   |
|  | 1296 (L.E. section of data report)   |
|  |  |
|  | Number of domestic-related reports in which digital photographs where  |
|  | which digital photographs where  |
| ,  | collected 854 (L.E. section of data  |
|  | report)  |
| That is the same of the same o | Narrative on status: Photographs were  |
|  | taken in 80% of all physical domestic  |
| ·  | violence cases. Cases that were verbal   |
| 00 norganit of Orders of Brotostics 51-4 will  | did not require photos to be taken   |
| 90 percent of Orders of Protection filed will be entered into Leads in 24 hours of filing.   | Number of Orders of Protection   |
| be entered into Leads in 24 hours of filmig.   | requested 241  |
|  | Number of Orders of Protection filed   |
| allow the selection of  | 228  |
|  | (Data is found in L.E., victim services and  |
|  | prosecution sections)  |
|  | Narrative on status: Orders of Protection are  |
|  | tracked as temporary and final OP's. We have   |
|  | combined the numbers of each category to   |
|  | achieve this total number. These numbers   |
|  | come from victim services and prosecution  |
| · ·  | data collection  |
| RO paraent of demostic related   | Name 1 and 2 and 3 and 3   |
| 80 percent of domestic-related arrests will be   | Number of domestic-related arrests  1,500 cr. R. C. L. |
| referred for prosecution   | 1520 (L.E. section of data report)   |
|  | Number of domestic-related arrests   |
|  | referred for prosecution 1520 (L.E.  |
|  | section of data report)  |
|  | Number of case referrals received 606  |
|  | (Prosecution section of data report)   |
|  | • Narrative on status: 100% of DV  |
|  | arrests were referred for prosecution.   |
|  | All arrests are referred to prosecution  |
|  | 100% of the time. There are 606Cases   |
|  | in which an arrest was not made but  |

|  | sent up to prosecution as a referral for prosecution.   |
|--|---|
| 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary | <ul> <li>Number of case referrals received 606</li> <li>Number of cases in which charges were filed 546</li> <li>Number of cases in which an affirmative decision was made not to file charges 60</li> <li>Number of cases transferred to a higher or lower court 0 (All data can be found in the prosecution section of data report)</li> <li>Narrative on status: 90% of all DV related arrests have been reviewed for completeness.</li> </ul> |
| 85 percent of victims will receive legal advocacy services   | <ul> <li>Number of victims receiving legal advocacy services 235 (Victim services section of data report)</li> <li>Number of victims assisted with Order of Protection 200 (L.E., Victim services and prosecution sections of data report)</li> <li>Narrative on status: more than 85% of clients receiving legal advocacy were assisted with orders of protection</li> </ul>   |

#### **PART V: REVIEW OF PROGRESS**

How has the development of the MDT changed the way the partner agencies interact with other criminal justice and victim service agencies?

The MDT approach to a Coordinated Community Response to Domestic Violence has helped our county to communicate more effectively and understand the jobs of other agencies in order to be more productive. Each department can communicate in a more efficient manner in order to follow through with each case with a full understanding of all of the details that go along with particular cases. MDT partners communicate from the arrest and the referral to victim services to prosecution and right down to the probation department in many cases. The MDT has opened the lines of communication between every department and has also joined numerous agencies in McLean County into a network of communication. With this new collaborative effort our community is more aware of resources and services available in McLean County.

Explain any refinements that will need to be made to the protocols.

McLean County is in the process of making continuous revisions to the universal protocol throughout the next couple of years of this grant to achieve a protocol that includes various organizations that are new to our Multi-Disciplinary Team. We are refining the wording of our protocol to ensure that they can benefit all organizations in our community.

What barriers or obstacles to implementation has the MDT encountered?

Our agencies are spread out a little more than other counties working on this VAWA project. This can mean that sharing data and producing reports can be a little more challenging. However, even with this geographic discrepancy we work together very effectively and have set some effective guidelines to aid us in our communication.

How will you address these barriers?

We are making changes to accommodate this challenge. Some of these changes include more frequent meetings with team members and more communication with the Project Coordinator regarding the happenings in each department. A more organized method of data collection will help to report our progress to the MDT more effectively.

What training has the MDT members attended and how has this affected the MDT?

The Fifth International Conference on Domestic Violence in San Diego CA gave essential information regarding Domestic Violence and how it has evolved over the past few years. The information presented at this conference has inspired our project. Our team received cross training of other disciplines which helped them to have a better understanding of other aspects of the law enforcement system. Team members were trained new and innovative ways to protect victims and to prosecute more effectively. Numerous lethality assessments were presented and taught to the team to have a better understanding of how to effectively use a lethality assessment.

Five team members attended the Coordinated Community Response Conference in Duluth MN. Through the efforts of our team members we will present the information we learned to our team as well as partner agencies in our community in December. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA Training in Springfield. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It also was presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families.

The Project Coordinator and the funded Assistant State's Attorney attended the 40 Hour Victim Services Training. This was beneficial to our team by having these two team members understand the job and components of victim services.

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution.

Along with this various methods of lethality assessments were evaluated.

#### What trainings do the MDT members still need?

We hope to have the entire MDT, police officers, prosecutors, victims service advocates, probation and other community members trained to use our selected Lethality Assessment Tool in the next few months.

#### PART VI: GOALS AND OBJECTIVES

Goal 1: Improve communication between Multi-Disciplinary Team partners

|   | Objective                            |   | Performance Indicator                       |
|---|--------------------------------------|---|---|
| > | Review coordinated domestic violence | >   | Date coordinated domestic violence          |
|   | Protocols every year of project      |   | Protocols reviewed                          |
|   | implementation                       | <b>&gt;</b>   | Number of changes made to protocols         |
| > | Team attends Family Violence         | >   | Number of Family Violence                   |
|   | Coordinating Council meetings and    |   | Coordinating Council meetings               |
|   | provides Council progress report of  |   | attended by project staff                   |
|   | project activities                   | >   | Number of project progress reports          |
|   |                                      |   | provided to Council                         |
| > | Conduct monthly Multi-Disciplinary   | >   | Number of monthly Multi-Disciplinary Team   |
|   | Team meetings for funded staff       |   | meetings conducted                          |
| > | Conduct quarterly Multi-Disciplinary | <ul> <li>Number of quarterly Multi-Discipling</li> <li>Steering meetings conducted</li> </ul> | Number of quarterly Multi-Disciplinary Team |
|   | Team Steering meeting for Heads of   |   | Steering meetings conducted                 |
|   | funded agencies                      |   |   |

Goal 2: Improve jurisdictional response to victims of domestic violence.

| Objective                                     | Performance Indicator                    |
|---|--|
| > 85 percent of all victims of                | Number of domestic-related offenses      |
| domestic-related offenses reported            | reports to law enforcement               |
| to law enforcement will be told of            | Number of victims informed of rights     |
| victim's rights under Illinois                | Number of these reports in which victims |
| Domestic Violence Act and be                  | were referred to victim service agency   |
| referred to the victim service agency         |  |
| for additional information/services           |  |
| > 80 percent of victims that were             | Number of victims served                 |
| seeking services                              | Number of victims partially served       |
|   | Number of victims not served             |
| <ul><li>Digital photographs will be</li></ul> | Number of victims served                 |
| collected in <u>80</u> percent of domestic-   | Number of domestic-related incident      |
| related reports to law enforcement            | reports                                  |
|   | ➤ Number of domestic-related             |
|   | cases/incidents investigated             |
|   | Number of domestic-related reports in    |

|  | 1                        |
|--|--|
|  | which digital photographs where collected                      |
| > 80 percent of Orders of Protection   | Number of Orders of protection requested                       |
| filed that are granted                 | Number of Orders of Protection granted                         |
| > 80 percent of domestic-related       | Number of domestic-related arrests                             |
| arrests will be referred for           | Number of domestic-related arrests                             |
| prosecution                            | referred for prosecution                                       |
| > 90 percent of domestic-related       | Number of domestic-related cases                               |
| arrests will be reviewed for           | received   |
| completeness and additional            | > Number of domestic-related cases where                       |
| evidence necessary                     | charges were filed   |
| ,                                      | > Number of domestic-related cases in                          |
| ·                                      | which an affirmative decision was made                         |
|  | not to file charges  |
|  | <ul> <li>Number of cases transferred to a higher or</li> </ul> |
|  | lower court  |
| > 85 percent of victims will receive   | > Number of victims receiving legal                            |
| legal advocacy services                | advocacy services  |
| logar da rocacy borrious               | Number of victims assisted with Order of                       |
|  | Protection Protection  |
| > 40 percent of cases charged as       | > Number of misdemeanor charges                                |
| felonies                               | > Number of felony charges                                     |
| Tolomos                                | > Number of charges dropped                                    |
| > 80 percent of offenders will receive | > Number of unduplicated count of cases                        |
|  | receiving probation services                                   |
| intense probation services             |  |
|  | Number of face-to-face meetings with offender                  |
|  |  |
|  | Number of telephone contact with offender                      |
|  |  |
|  | > Number of unscheduled surveillance of                        |
|  | offender   |

#### **PART VII: PROGRAM STRATEGY**

What direction do you see your MDT moving and how do you plan on achieving this?

Over the course of the next year the MDT will have implemented the lethality assessment to every funded and non funded partner agency in McLean County. The MDT is planning on doing DV training in hospitals and schools to raise awareness as well as provide necessary information to our community health care organizations and school districts. Through our monthly meetings we hope to achieve more productive and timely accomplishments of our goals. Over the course of the next year we will continue to improve our communication skills and do many community awareness events to raise awareness of DV.

#### PARTVIII: 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 activities and services that will be provided; the month the activity begins; the month the activity is completed; the personnel responsible for each activity and the frequency with which the activity will be provided.

| Activity  | Month<br>Begun | Mônth<br>Completed | Agency/Personnel<br>Responsible  | If ongoing, how often? |
|---|----------------|--------------------|--|------------------------|
| Example: Coordinate the MDT meeting with frontline staff  | Month 1        | Month 12           | Project<br>Coordinator   | Monthly                |
| Conduct MDT meetings with funded and un-funded partners   | Month 1        | Month 12           | Project Coordinator and all project staff  | Monthly                |
| Track all domestic violence cases   | Month 1        | Month 12           | Project Coordinator,<br>Law Enforcement, and<br>State's Attorney's<br>Office                     | Monthly                |
| Roll Call Training for Law Enforcement  | Month 3        | Month 3            | Project Coordinator,<br>State's Attorney's<br>Office and Countering<br>Domestic Violence         | Yearly                 |
| Implicate a Uniform Lethality Assessment Tool – begin training all grant and community partners | Month 1        | Month 12           | Project Coordinator, all<br>project staff and un-<br>funded partners that<br>wish to participate |                        |
| Meet with DV Task Force Members   | Month 3        | Month 12           | project coordinator,<br>and all project staff  | Monthly                |

## EXHIBIT B: BUDGET IDENTIFICATION OF SOURCES OF FUNDING

Implementing Agency: McLean County Court Services

**Agreement #: 602174** 

|                 | GRAND TOTAL                             |           | \$100,699     |
|-----------------|---|-----------|---------------|
|                 |   | Subtotal: | \$13,416      |
| Over Match:     | McLean County Court Services            |           | \$13,416      |
|                 | •                                       | Subtotal: | \$21,821      |
| Match:          | McLean County Court Services            | ٠.        | \$21,821      |
|                 |   | Subtotal: | \$65,462      |
| Federal Amount: | Violence Against Wome Act (VAWA) FFFY02 |           | \$65,462      |
|                 | SOURCE                                  | ·         | <u>AMOUNT</u> |

| Budget & Budget Narrative | McLean County Court Services | / Court Service  | S                        |                   | Agreement#        | 602174       | ,             |            |
|---------------------------|------------------------------|--|--------------------------|-------------------|-------------------|--------------|---------------|------------|
| PERSONNEL SERVICES        |                              | Annual   | # Months                 | % Time On         | Federal           | Match        |               |            |
| Job Title                 |                              | Salary   | On Program               | <u>Program</u>    | Amount            | Contribution | Total Cost    | ti.        |
| Probation Officer         |                              | \$ 37,343.00   | 12                       | 100%              | \$ 23,281.00      | \$ 14,062.00 | \$ 37,3       | 37,343.00  |
| Probation Officer         |                              | \$ 37,017.00   | 12                       | 100%              | \$ 23,280.00      | \$ 13,737.00 | \$ 37,0       | 37,017.00  |
| Deputy Director           |                              | \$ 60,989.00   | 12                       | 10%               |                   | \$ 6,099.00  | €>            | 00.660,9   |
|                           |                              |  |                          |                   | ı<br><del>∽</del> |              | ↔             | 1          |
|                           |                              |  |                          |                   |                   | -            | \$            | 3          |
|                           |                              |  |                          |                   | \$                | *            | €3            | }          |
|                           |                              |  |                          |                   | \$                | \$           | 8             | 1          |
|                           |                              |  | Total FTE                | 2.10              | \$                | :<br>\$      | €9            | 3          |
|                           |                              |  |                          | Total Salary      | \$ 46,561.00      | \$ 33,898.00 | \$ 80,4       | 80,459.00  |
|                           | Fringe                       | Fringe Benefits (Use figure from Fringe Benefit Worksheet) | ure from Fringe Be       | enefit Worksheet) | \$ 18,901.00      | \$ 1,339.00  | <del>69</del> | 20,240.00  |
|                           |                              | T  | TOTAL PERSONNEL SERVICES | NEL SERVICES      | \$ 65,462.00      | \$ 35,237.00 | <b>9</b>      | 100,699.00 |

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.

(See Attached Budget Instructions)

The two probation officers will each be responsible for the day to day supervision of the domestic violence offenders. They will ensure the offender receives an evaluation as well as monitor the treatment recommendations. They will each be responsible for 40 clients.

The deputy director will be responsible for the day to day supervision of the two probation officers. These duties include, completing performance evaluations, reviewing case files for accuracy of work, training, and overseeing the day to day operations of the unit.

| Budget & Budget Narrative | McLean County Court Services | es         |                      | Agreement#     | 602174              | ·                    |
|---------------------------|------------------------------|------------|----------------------|----------------|---------------------|----------------------|
| EQUIPMENT                 |                              |            | Pro-rated            | <u>Federal</u> | Match               |                      |
| <u>Ítem</u>               | Cost per Unit                | # of Units | Share Share          | Amount         | Contribution        | Total Cost           |
|                           |                              | \$         |                      | \$             |                     | ,<br>6∕3             |
|                           |                              | \$         |                      |                | - \$                | €9                   |
|                           |                              | \$         |                      | \$             | -                   |                      |
|                           |                              | ·<br>•     |                      | \$             | \$                  | \$                   |
|                           |                              |            | ·                    | - \$           | \$                  | ;<br>&2              |
|                           |                              | €          | ;                    | -              |                     | ı<br>&∕s             |
|                           |                              | ÷ 1        |                      | -              | -                   | ;<br>\$              |
|                           |                              | i<br>69    |                      | ٠              | 1<br>6 <del>9</del> | ;<br>\$ <del>^</del> |
|                           |                              |            |                      | ا<br>ج         | €9                  | <i>⊱</i> 3           |
|                           |                              | TOTAL EQ   | TOTAL EQUIPMENT COST | ı<br><b>∽</b>  | <del>гэ</del>       | NA                   |

CONTRACTOR OF THE STATE OF THE 

ABudget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.

| Budget & Budget Narrative | McLean County Court Services | es                                    |                           | Agreement#        | 602174          |                      |
|---------------------------|------------------------------|---------------------------------------|---------------------------|-------------------|-----------------|----------------------|
| COMMODITIES               |                              | ·                                     |                           | Federal           | Match           |                      |
| <u>Item</u>               |                              | Cost / Month                          | # of Months               | Amount            | Contribution    | Total Cost           |
|                           |                              | \$                                    |                           | . \$              | \$              | :<br>6 <del>/3</del> |
|                           |                              | , - \$                                |                           | \$                | £ <del>\$</del> | €∕9-                 |
|                           |                              | -                                     |                           |                   | \$.             | ·<br>•               |
|                           |                              | · · · · · · · · · · · · · · · · · · · |                           | \$                | :<br>\$9        | <b>.</b>             |
|                           |                              | €9                                    |                           | -                 | . ⇔             | -<br>\$              |
|                           |                              | ; 1<br>;                              |                           | :<br><del>S</del> | \$              | \$                   |
|                           |                              | :                                     |                           | -<br>-            | \$              | €9                   |
|                           |                              | TOTAL COMM                            | TOTAL COMMODITIES COST \$ | . €4              | -               | ŊĄ                   |
|                           |                              | 7                                     |                           |                   |                 |                      |

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.

| Budget & Budget Narrative Mc  | lcLean County     | McLean County Court Services | SS   |  | Agreement#             | 602174       |                 |
|---|-------------------|------------------------------|--|--|------------------------|--------------|-----------------|
| TRAVEL  |                   |                              |  |  | Federal                | Match        |                 |
|   |                   | Cost/Mile                    | # of Miles/mo                                | # of Months                            | Amount                 | Contribution | Total Cost      |
| Program Staff Mileage*  |                   |                              |  |  |                        | ·<br>6-3     | ;               |
|   |                   |                              |  |  | -<br>-<br>-            | . ↔          | ;<br>&A         |
| Client Transportation   |                   |                              | Probability of property of the second second | temporar and the second and the second | \$                     | . ↔          | 1 €-2           |
| Conference Travel**   |                   | Cost/ person                 | # of people                                  | # of days                              | \$                     | ,<br>&       | 6 <del>/3</del> |
| Airfare   |                   |                              |  |  | ı<br>↔                 | ۱.           | ı<br>ee         |
| PerDiem   |                   |                              |  |  | •                      | -            | 1<br>693        |
| Lodging   |                   |                              |  | :                                      | ·<br>•                 | -<br>∽       | · ·             |
| Other (Specify)   |                   |                              |  | ·                                      | -<br>,<br><del>∽</del> | -            |                 |
| * State rate is calculated at \$.375/mile. If agency rate is lower use that lower rate. | is lower use that | lower rate.                  | - 100  | i                                      |                        |              |                 |
| ** Out of State Travel requires prior Authority approval.                               | val.              | : .                          | TOTAL  | TOTAL TRAVEL COST                      | . \$                   | \$           | NA              |
|   |                   |                              |  |  |                        |              |                 |

Budget Narrative for Travel. Please give a brief description for each line of the Travel Budget.

| Budget & Budget Narrative                 | McLean Count | McLean County Court Services | S           |                        | Agreement#  | 602174                 |            |
|---|--------------|------------------------------|-------------|------------------------|-------------|------------------------|------------|
| CONTRACTUAL                               |              |                              | # of hours  |                        | Federal     | Match                  |            |
|   | Cost/month   | Dollar/hour                  | per month   | Pro-rated Share        | Amount      | Contribution           | Total Cost |
| Cell Service                              |              |                              |             |                        | :<br>\$     | . ↔                    | ¢-9-       |
| Telephone Service                         |              |                              |             |                        |             | ı<br>€ <del>&gt;</del> | £          |
| Pager service                             |              |                              |             |                        | :           |                        | ·<br>↔     |
| Conference Registration Fees              |              |                              |             |                        | ı<br>\$     | ;<br><b>↔</b>          | . €>       |
| Other: (Specify)                          |              |                              |             |                        | ÷           |                        |            |
| Other (Specify)                           |              |                              |             |                        | -           |                        |            |
| Use Boxes Below for Contractual Personnel |              |                              |             |                        | \$          | - \$                   |            |
|   |              |                              |             |                        | - \$        | \$                     |            |
|   |              |                              |             |                        | \$          |                        | .,         |
|   |              |                              |             |                        |             | ·<br>\$                |            |
| 148                                       |              |                              | TOTAL CONTE | TOTAL CONTRACTUAL COST | ;<br>;<br>; | -<br>-<br>-<br>-       | NA         |
|   |              |                              |             |                        |             |                        |            |

Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.

602174

|                    | GRAND TOTAL | Federal             |       | Match        |               |
|--------------------|-------------|---------------------|-------|--------------|---------------|
|                    |             | Amount              | C     | Contribution | Total Cost    |
|                    |             |                     |       |              |               |
| PERSONNEL SERVICES |             | \$ 65,462.00        | \$ 00 | 35,237.00    | \$ 100,699.00 |
| EQUIPMENT          |             | . :<br><del>S</del> | €⁄3   | 1            | A'N           |
| 6 COMMODITIES      |             | ·<br>•              | 59    | 1            | NA            |
| TRAVEL             |             | . 89                | 6-3   | 1            | N.A.          |
| CONTRACTUAL        |             | €9                  | 6-9   |              | N.A.          |
|                    |             |                     |       |              |               |
|                    | TOTAL COST  | <br>\$ 65,462.00    | \$ 00 | 35,237.00 \$ | \$ 100,699.00 |

All procurements must be competitive

#### FRINGE BENEFIT WORKSHEET: Agreement # 602174

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

| RATED FRINGE BENEFITS   | Rate as % of Salary |
|---|---------------------|
| FICA  | 7.650%              |
| UNEMPLOYMENT  |                     |
| RETIREMENT/PENSION  | 8.850%              |
| WORKER'S COMP   |                     |
| DENTAL/VISION   |                     |
| HOSPITALIZATION   |                     |
| Other (Specify)   |                     |
| Total % Fringe Rate   | 16.500%             |
| Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)            | \$80,459.00         |
| TOTAL RATED FRINGE BENEFITS   | \$13,276            |
| FLAT RATE FRINGE BENEFITS   | \$ per FTE          |
| HEALTH/MEDICAL INSURANCE  | \$3,316.00          |
| OTHER (SPECIFY)   |                     |
|   |                     |
| Total Flat Rate Fringe  | \$3,316.00          |
| Number of grant-funded FTE (full-time equivelent) positions. (Please use figure from cell F-11 of Budget Detail)* | 2.10                |
| FLAT RATE FRINGE BENEFITS   | \$6,964             |
| TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)   | \$20,240            |

<sup>\*</sup>PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

#### COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

#### ADULT DIVISION

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

Total Caseload – 940 (968 last month)

Average caseload per officer 157 (60 AOIC recommendation – 163 last month)

Presentence Reports Completed – 33 (31 last month)

- \* Total Workload Hours Needed 1667.50 (1725.80 last month)
- \*\* Total Hours Available 1500.00
- \* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.
- \*\* The number of work hours available to the division (10 officers working 150 hours each per month).

AOIC workload standards indicate an additional 0.62 adult officers are needed. (1.01 last month)

#### **JUVENILE DIVISION**

4 Officer Division

Total Caseload – 137 (146 last month) Average caseload per officer 34.25 (33 AOIC recommendation)

Social History Reports Completed – 8 (10 last month)

- \* Total Workload Hours Needed 512.00 (564.50 last month)
- \*\* Total Hours Available 600.00
- \* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.
- \*\* The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate an additional -.58 juvenile officers are needed. (-.24 last month)

#### **EARLY INTERVENTION PROBATION (EIP)**

3 Person unit with a maximum caseload of 45

Total caseload 38 Social History Reports 4

#### SPECIAL PROGRAMS

#### INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 42 (41 last month)

#### INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 19 (15 last month)

#### DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 56 (53 last month)

#### **JUVENILE INTAKE**

2 person unit

Total Preliminary Conferences - 13 (23 last month)
Total Caseload Informal Probation - 21 (19 last month)
Total Intake Screen Reports - 190 (246 last month)

#### **COMMUNITY SERVICE PROGRAM**

2 person unit

Total Caseload Adult - 464 (458 last month) Total Caseload Juvenile - 53 (59 last month)

Total Hours Completed Adult – 3268.00 (\$17,157.00 Symbolic Restitution \$5.25) Total Hours Completed Juvenile – 340.00 (\$1,785.00 Symbolic Restitution \$5.25) Total Worksites Used – 39 (39 last month)

#### **DOMESTIC VIOLENCE PROGRAM**

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 139 (137 last month)
Total Court Supervision/Conditional Discharge Caseload – 580 (562 last month)

# 2005 JUVENILE DETENTION CENTER MCLEAN COUNTY

| 10   0   11   12   1   1   1   1   1   1   1   | 0 6 4 0 4 | 0 0 0   | 0   | 0 | 0  | 0 0 | 00 | 0  | 0 0 |  |
|--|-----------|---------|-----|---|----|-----|----|----|-----|--|
| 11 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1   | c 4 9 4   |         |     | 0 | 0  | C   | 0  | 0  | 0   |  |
| 12 1<br>13 1<br>14 4 4<br>15 2<br>16 8<br>If Minors Detained 12<br>Ile 4                             | 1 8 9 4   |         |     | , |    | >   |    | -  | -   |  |
| 13 1<br>14 4 4<br>15 2 2<br>16 8 8<br>Ide 12 a<br>Ide 12 a<br>Ide 4<br>of Minors Detained 4          | 8 4 9 4   |         |     | 0 | 0  | 0   | 0  | 0  | 1   |  |
| 14     4       15     2       16     8       If Minors Detained     4       of Minors Detained     8 | 4 0 4     | <u></u> |     | 0 | _  | ~   | က  | 0  | 1   |  |
| 15     2       16     8       of Minors Detained     4       of Minors Detained     8                | 9 4       | 1       | 2   | 0 | 3  | 3   | 3  | 3  | 2   |  |
| of Minors Detained 12 12 12 12 12 12 12 12 12 12 12 12 12  | 4         | 10 10   |     | 4 | 5  | -   | 2  | 7  | 5   |  |
| of Minors Detained 12 12 12 12 12 12 12 14 15 15 15 15 15 15 15 15 15 15 15 15 15                    |           | 5 7     | 11  | 4 | 7  | 9   | 4  | 2  | 4   |  |
| of Minors Detained 8   |           |         |     |   |    |     |    |    |     |  |
| Minors Detained 8  | 14        | 11 16   | 17  | 5 | 7  | 10  | 8  | 13 | 8   |  |
| inors Detained 8   | 2         | 6 5     | 4   | က | 6  | -   | 4  | 2  | 5   |  |
| 8  |           |         |     |   |    |     |    |    |     |  |
|  | 11        | 7 4     |     | က | 4  | 4   | 2  | 3  | 8   |  |
| African-American 8   | 8         | 10 16   | _   | 5 | 12 | 7   | 7  | 6  | 4   |  |
| Hispanic   | 0         | 0       | 0   | 0 | 0  | 0   | 0  | 3  | 1   |  |
| Offenses of Which Minor was Detained   |           |         |     |   |    |     |    |    |     |  |
| Dispositional Detention 1  | 8         | 9       |     | 3 | -  | -   | 2  | 4  | 0   |  |
| Warrant 7  | 4         | 2 6     |     | 3 | 9  | 2   | 3  | 4  | 2   |  |
| Aggravated Arson 0   | _         | 0 0     |     | 0 | 0  | 0   | 0  | 0  | 0   |  |
| Aggravated Assault w/Deadly Weapon 0   | 0         |         |     | 0 | 0  | 0   | 1  | 0  | 0   |  |
|  | 2         |         |     | 0 | 2  | 0   | 0  | _  | _   |  |
| al Sexual Assault  | 0         |         |     | 0 | 0  | 0   | 0  | 0  | 0   |  |
| Armed Robbery 0  | 0         | 0       |     | 0 | 0  | 0   | 0  | 0  | 0   |  |
| Assault 1  | 0         |         |     | 0 | 0  | 0   | 0  | 0  | 0   |  |
| Bringing Contraband into a Penal Institution 0   | 0         | 0 0     | 0 ( | 0 | 0  | 0   | 0  | 7  | 0   |  |
| Burglary   | 0         |         |     | 0 | 0  | 0   | 2  | 1  | 1   |  |
| Burglary to Motor Vehicle 0  | 0         | 0 0     |     | - | 0  | 0   | 0  | 0  | 0   |  |
|  | 0         | )  0    | 0 ( | 0 | 7  | 0   | 0  | 0  | 0   |  |
| Criminal Trespass to Vehicle 0   | 0         | 0 0     |     | 0 | 0  | 1   | 0  | 0  | 0   |  |
| DOC Warrant 0  | 1         |         | 0 ( | 0 | 0  | 0   | 1  | 0  | 0   |  |
|  | 0         | 2 0     |     | 0 | 2  | -   | _  | _  | က   |  |
| Felony Unlawful Use of Weapons 0   | 0         |         |     | 0 | 0  | 0   | 0  | 0  | _   |  |
| Manufacture/Delivery of Controlled Substance 0   | 0         |         | 0 0 | 0 | 0  | -   | 0  | 0  | 0   |  |

## 2005 JUVENILE DETENTION CENTER MCLEAN COUNTY

|                                       | Jan          | Feb | Mar | Apr | Mav | Jun | Juc | Aug | Sep | Oct | Nov      | Dec |
|---------------------------------------|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------|-----|
| Motor Vehicle Theft                   | 0            | 0   | 0   | 0   | 0   | 0   | 0   | -   | 0   | 0   | 0        |     |
| Obstructing a Peace Officer           | 0            | 0   | 0   | 0   | 0   | 0   | -   | 0   | 0   | 0   | 0        |     |
| Possession of Cannabis                | 0            | 0   | _   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0        |     |
| Possession of Cannabis With Intent to |              |     |     |     |     | ,   |     | 1   | (   |     | (        |     |
| Deliver                               | <del>-</del> | -   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0        |     |
| Possession of Cannabis With Intent to | C            | c   | -   | C   | ~   | _   | C   | C   | C   | _   | C        |     |
| Deliver oil scribol Grounds           | 0 (          | 5   | 5 0 | > 0 | -   | > 0 |     | 7   |     |     | 0        |     |
| Possession of Controlled Substance    | 0            | -   | 0   | 0   | 0   | 0   | O   |     | 0   | 0   | Э        |     |
| Predatory Aggravated Criminal Sexual  |              |     | ,   |     |     | (   | (   | (   | Ó   | (   |          |     |
| Assault                               | 1            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0        |     |
| Request for Apprehension              | 3            | _   | 2   | 3   | 2   | _   | 2   | _   | 1   | 3   | -        |     |
| Residential Burglary                  | 0            | 0   | 0   | 4   | 7   | 0   | 0   | 2   | 0   | 0   | 7        |     |
| Resisting Arrest                      | 0            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | _        |     |
| Robbery                               | _            | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   | _        |     |
| Theft Under from School               | 0            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 1   | 0   | 0        |     |
| Unlawful Use of Weapons               | 0            | 0   | _   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0        |     |
| Residence of Minors Detained          |              |     |     |     |     |     |     |     |     |     |          |     |
|                                       |              |     |     |     |     |     |     |     |     |     |          |     |
| Bloomington                           | 12           | 12  | 10  | 8   | 10  | 4   | 14  | 9   | 12  | 6   | 9        |     |
| Normal                                | 3            | က   | 4   | 8   | 7   | 2   | 1   | 4   | 0   | 2   | 4        |     |
| Bellflower                            | 0            | 0   | 0   | 0   | 0   | 0   | 7   | 1   | 0   |     | 0        |     |
| Carlock                               | 0            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     | <b>~</b> |     |
| Chenoa                                | 0            | ~   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     | 0        |     |
| Chicago                               | 0            | _   | 0   | 0   | 1   | 0   | 0   | 0   | 0   |     | 0        |     |
| Colfax                                | 0            | 0   | 0   | 0   | 2   | 0   | 0   | 0   | 0   |     | 0        |     |
| Decatur                               | 0            | 1   | 0   | _   | 0   | 0   | 0   | 0   | 0   | 1   | 0        |     |
| Downs                                 | 0            | 0   | 0   | 0   | 0   | 1   | 0   | 0   | 0   |     | 0        |     |
| Fairbury                              | 0            | 0   | _   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0        |     |
| Gridley                               | 0            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   |     | 0        |     |
| Heyworth                              | _            | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   | _   | 0        |     |
| Lexington                             | 0            | 0   | 1   | 0   | 0   | 0   | 0   | 0   | 0   | _   | 0        |     |
| Minier                                | 0            | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | 0   | _        |     |
| Onarga                                | 0            | 0   | 0   | 1   | 0   | 0   | 0   | 0   | 0   |     | 0        |     |
| Peoria                                | 0            | 1   | 0   | 7.  | 0   | 0   | 0   | 0   | 0   |     | 0        |     |

# 2005 JUVENILE DETENTION CENTER. MCLEAN COUNTY

|  | Jan | Feb  | Mar | Apr | May | Jun | Jul | Ang  | Sep  | Oct | Nov | Dec |
|--|-----|------|-----|-----|-----|-----|-----|------|------|-----|-----|-----|
| Ransom   | 0   | 0    | -   | 0   | 0   | 0   | 0   | 0    | 0    | 0   | 0   |     |
| Sprinafield  | 0   | 0    | 0   | -   | _   | 0   | 0   | 0    | 0    | 0   | 0   |     |
| Stanford   | 0   | 0    | 0   | 0   | 0   | 0   | 0   | 0    | 0    | 0   | τ   |     |
| Towanda  | 0   | 0    | 0   | 0   | 0   | -   | 0   | 0    | 0    | 0   | 0   |     |
|  |     |      |     | 0   | 0   | 71  | L   | 7    | 0    |     | 1   |     |
| Average Daily Population   | 8.7 | 10.9 | 8.7 | 9.9 | 8.8 | 7.1 | 9.5 | 12.1 | 13.2 | 6.7 | 5.7 |     |
|  |     |      |     |     |     |     |     |      |      |     |     |     |
| Average Daily Population:YTD   | 8.7 | 9.8  | 9.4 | 9.6 | 9.4 | 6   | 9.1 | 9.5  | 9.9  | 9.7 | 9.2 |     |
|  |     |      |     |     |     |     |     |      |      |     |     |     |
| Number of Days in Detention  | 271 | 305  | 269 | 296 | 272 | 214 | 293 | 374  | 395  | 246 | 219 |     |
| The state of the s |     |      |     |     |     |     |     |      |      |     | •   |     |
| Revenue:   | 20  | 50   | 20  | 50  | 0   | 20  | 0   | 400  | 0    | 0   | 0   |     |
|  |     |      |     |     |     |     |     |      |      |     |     |     |

# 2005 JUVENILE DETENTION CENTER OUT OF COUNTY

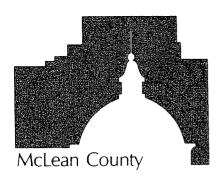
| Ages of Minors Detained              | Jan | Feb | Mar | Apr  | May | Jun | ng. | Aug | Sep      | Oct    |    | Nov | Dec |
|--------------------------------------|-----|-----|-----|------|-----|-----|-----|-----|----------|--------|----|-----|-----|
| 10                                   | 0   | 0   |     | 0    |     |     | 0   | 0   | 0        | 0      | 0  | 0   |     |
|                                      | 0   |     |     | 0    | 0   |     | 0   | 0   | 0        | 0      | 0  | 0   |     |
| 12                                   | 0   |     |     | _    |     |     | _   | ~   | 0        | 0      | 0  | 0   |     |
| 13                                   | 0   |     |     | 3    |     |     | 0   | 0   | _        | _      | 3  | 0   |     |
| 14                                   | 9   | 14  |     | 6 10 | 3   |     | က   | 9   | 7        | 9      | 2  | 4   |     |
| 15                                   | 5   |     |     | 8    | 1   |     | 4   | 5   | 4        | 4      | 16 | 4   |     |
| 16                                   | en  |     |     |      | 12  |     | 2   | 2   | 6        | 6      | 8  | 4   |     |
| Sex of Minors Detained               |     |     |     |      |     |     |     |     | -        |        |    |     |     |
| Male                                 | 10  | 14  |     | 3 25 | 19  | -   | 3   | 10  | 12       | 16     | 20 | 10  |     |
| Female                               | 4   | ~   |     | 13   |     |     | 2   | 7   | 4        | 4      | 12 | 2   |     |
| Race of Minors Detained              |     |     |     |      |     |     |     |     |          |        |    |     |     |
| Caucasian                            | 6   | 20  | 17  | 7 31 | 25  | 1   | 5   | 17  | 15       | 18     | 56 | 8   |     |
| African-American                     | 5   |     |     |      |     |     | 0   | 0   | <b>-</b> | 2      | 3  | 4   |     |
| Hispanic                             | 0   | 0   |     | 0 2  | 2   | 0.1 | 0   | 0   | 0        | 0      | 3  | 0   |     |
| Pacific Islander                     | 0   |     |     |      |     |     | 0   | 0   | 0        | 0      | 0  | 0   |     |
| Offenses of Which Minor was Detained |     |     |     |      |     |     |     |     |          |        |    |     |     |
| Dispositional Detention              | 9   | -   |     |      | 10  |     | 2   | 8   | 9        | 11     | 15 | 10  |     |
| Warrant                              | 4   | 2   |     | 5 5  |     |     | 2   | 2   | 2        | <br> - | 4  |     |     |
| Aggravated Assault                   | 0   |     |     |      | _   |     | 0   | 0   | _        | 0      | 0  | 0   |     |
| Aggravated Battery                   | -   |     |     | _    |     |     | 0   | _   | 0        | 0      | 4  | 0   |     |
| Aggravated Battery of Unborn Child   | 0   |     |     | 0 0  |     |     | C   | 0   | 0        | 1      | 0  | 0   |     |
| Aggravated Criminal Sexual Assault   | 0   | 0   |     |      |     |     | С   | 0   | 0        | 0      | 0  | 0   |     |
| Aggravated Domestic Battery          | 0   |     |     | 0 0  |     |     | 0   | 0   | 0        | 0      | 0  | 0   |     |
| Aggravated Unlawful Use of Weapon    | 0   |     |     | 0 0  |     |     | 0   | 1   | 0        | 0      | 0  | 0   | _   |
| Arson                                | 0   |     |     | 0    |     |     | 0   | 0   | 0        | 0      | 0  | 0   | -   |
| Battery                              | 0   |     |     | 0 0  |     |     | 0   | 0   | 2        | 0      | 0  | 0   |     |
| Burglary                             | 0   | _   |     | 0    |     |     | _   | 0   | 1        | 2      | 0  | 0   |     |
| Burglary to Motor Vehicle            | 0   | 0   |     | 0    |     |     | 0   | 0   | 0        | 0      | 3  | 0   |     |
| Court Ordered                        | 0   |     |     | 0    | 1   |     | 0   | 0   | 0        | 0      | 0  | 0   |     |
| Criminal Damage to Property          | 1   |     |     |      |     |     | 0   | 0   | 0        | 0      | 1  | 0   |     |
| Criminal Trespass to Motor Vehicle   | 0   |     |     | 1    | -   | 0   | 0   | 0   | 0        | 0      | 0  |     |     |
| Disorderly Conduct                   | 0   | 0   |     |      |     |     | 0   | 0   | -        | 0      | 0  |     |     |
|                                      |     |     |     |      |     |     |     |     |          |        |    |     |     |

## 2005 JUVENILE DETENTION CENTER OUT OF COUNTY

|                              | Jan | Feb | Mar | Apr | May | Jun         |             | Jul     | Aug      | Sep | Oct | Nov |   | Dec |
|------------------------------|-----|-----|-----|-----|-----|-------------|-------------|---------|----------|-----|-----|-----|---|-----|
| DOC Evaluation               | 2   |     | 0 1 |     | 0   | 7           | 7           | 2       |          | _   | _   | 0   | 0 |     |
| DOC Warrant                  | 0   |     | 1 0 |     | 0   | ~           | 0           | 0       | _        | 0   | _   | 0   | 0 |     |
| Domestic Battery             | 0   |     | 1   |     | 1   | 4           | τ-          |         |          | 0   | 7   | -   | 0 |     |
| Escape                       | 0   |     | 0 0 | _   | 0   | 0           | 0           | 0       |          | _   | 0   | 0   | 0 |     |
| Felony Theft                 | 0   |     | 0   |     | 2   | 0           | 0           | 0       |          | 0   | 0   | 0   | 0 |     |
| Harassment by Telephone      | 0   |     | 1   |     | 0   | 0           | 0           | )       |          | 0   | 0   | 0   | 0 |     |
| Home Confinement Violation   | 0   |     | 1   |     | _   | 0           | 1           | 1       |          | 0   | 0   | 0   | 0 |     |
| Mail Tampering               | 0   |     | 1   |     | 0   | 0           | 0           | 0       | -        | 0   | 0   | 0   | 0 |     |
| Motor Vehicle Theft          | 0   |     | 0 0 |     | 0   | <b>—</b>    | 0           | 0       |          | 1   | 0   | 0   | 0 |     |
| Possession of Cannabis       |     |     | 1   |     | 0   | 0           | 0           | 0       |          | 0   | 0   | 0   | 0 |     |
| Possession of Stolen Vehicle | 0   |     | 0 0 |     | 1   | 0           | 0           | 0       |          | 0   | 0   | 0   | 0 |     |
| Probation Violation          | 0   |     | 0   |     | 2   | 2           | _           | 0       | _        | 0   | 0   | 2   | _ |     |
| Residential Burglary         | 0   |     | 0   |     | 0   | 0           | 1           |         |          | 0   | 0   | 0   | 0 |     |
| Theft Over \$300             | 0   |     | 0   |     | 0   | 0           | 0           | 0       | _        | 0   | 1   | 0   | 0 |     |
| Unlawful Restraint           | 0   |     | 0   |     | 0   | 0           | _           | 0       | _        | 0   | 0   | 0   | 0 |     |
| Unlawful Use of Weapons      | 0   |     | 0   |     | 0   | 0           | 0           | 0       |          | 0   | 0   | 2   | 0 |     |
| Residence of Minors Detained |     |     |     |     |     |             |             |         |          |     |     |     |   |     |
| Adams                        | 0   |     | 0   |     | 0   | 4           | 0           | 0       |          | 0   | 0   | 0   | 0 |     |
| Bureau                       | 0   |     | 0   |     | 3   | 1           | 0           | 0       |          | 0   | 0   | 0   | 0 |     |
| DOC                          | 0   |     | 0   |     | 0   | <del></del> | 0           | 0       | _        | 0   | 1   | 0   | 0 |     |
| DeWitt                       | 0   |     | 1   |     | 4   | 0           | 0           | 0       |          | 1   | 4   | 7   | 0 |     |
| DuPage                       |     |     | 0 0 |     | 0   | 0           | 0           | 0       | )        | 0   | 0   | 0   | 0 |     |
| Ford                         | 0   |     | 0 0 |     | 0   | 0           | 1           | 0       |          | 0   | 0   | -   | 0 |     |
| Fulton                       |     |     | 0   |     | 0   | 2           | 0           | 0       |          | 0   | 0   | 0   | 0 |     |
| Grundy                       | 0   |     | 0 0 | _   | 0   | 0           | 0           | ζ-      |          | 0   | 0   | 0   | 0 |     |
| Henry                        |     |     | 0 0 | _   | 0   | 1           | 0           | 0       | 0        | 0   | 0   | 0   | 0 |     |
| Livingston                   | 4   |     | 8   | _   | 9   | 7           | <del></del> | . 7     | 0.1      | 4   | 5   | 6   | 2 |     |
| Logan                        | 4   | ~   | 4   | _   | 8   | 4           | 2           |         |          | 9   | 6   | 10  | 2 |     |
| Mason                        | 0   |     | 0   | _   | 0   | 0           | 0           | )       | 0        | 2   | 0   | 0   | 0 |     |
| Mercer                       |     | 0   | 1   |     | 0   | 0           | 0           | )       | 0        | 0   | 0   | 0   | 0 |     |
| Montgomery                   |     | 0   | 0 0 |     | 0   | 0           | 0           | 0       | )        | 0   | 0   | 7   | _ |     |
| Moultrie                     | )   | 0   | 0 0 | ) ( | 0   | 0           | 0           | _       | 0        | 0   | -   | 0   | 0 |     |
| Putnam                       |     | 0   | 1 0 | (   | 0   | 0           | 0           |         | 0        | 0   | 0   | 0   | 0 |     |
| Rock Island                  |     |     | 1   |     | 2   | 0           | 0           | `  <br> | <u> </u> | 0   | 0   | 0   | F |     |

# 2005 JUVENILE DETENTION CENTER OUT OF COUNTY

|      | Jan Feb | Mar   | Apr   | May   | Jun   | Jul o | Aug 2 | Sep  | Oct   | Nov   | Dec  |
|------|---------|-------|-------|-------|-------|-------|-------|------|-------|-------|--|
|      |         |       |       |       |       | 0     | 7 0   | 0    | 0     | 0     |  |
|      | 0       | 0     | 0     | 0     | 0     | 0     | 0     | 0    | _     | 0     |  |
|      | 4       | 8     | 0     | လ     | 0     | က     | -     | 0    | 3     | 0     | A CONTRACTOR OF THE CONTRACTOR |
| 3    | 4       | 7.1   | 9.3   | 13    | 13    | 7.7   | 6.1   | 4.1  | 9.3   | 9.3   |  |
| 3    | .5      | 4.9   | 9     | 7.4   | 8.3   | 8.2   | 8     | 7.5  | 7.7   | 7.9   |  |
| 110  | 0 112   | 221   | 278   | 402   | 391   | 240   | 189   | 124  | 288   | 280   |  |
| 7890 | 7330    | 16740 | 22980 | 35140 | 35350 | 21500 | 14950 | 9260 | 22410 | 23970 |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |
|      |         |       |       |       |       |       |       |      |       |       |  |



### MCLEAN COUNTY SHERIFF'S DEPARTMENT DAVID OWENS, SHERIFF

"Peace Through Integrity"
Administration Office
(309) 888-5034
104 W. Front Law & Justice Center Room 105
P.O. Box 2400 Bloomington, Illinois 61702-2400

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

December 28, 2005

TO:

Mr. Tari Renner, Chairman

Justice Committee

FROM:

Sheriff David Owens

SUBJ:

JANUARY 9th, 2006 JUSTICE COMMITTEE MEETING

#### Dear Chairman Renner:

I would respectfully request that the following two (2) items be placed on the January 9<sup>th</sup>, 2006 Justice Committee Agenda for action and one item for information only:

#### Action

1) Uniform Bid: Formal written bids were solicited for Police Uniforms and Equipment purchases that will occur from February 1, 2006 to January 31, 2007. At the formal bid opening, on December 16, 2005, at 10:00 a.m., in room 401 of the Government Center, only one complete bid was received and opened.

Opened bid: Ray O'Herron Company, Danville, Illinois (complete bid)
Galls – an Aramark Company, Lexington, KY (incomplete bid)

After review of the Ray O'Herron bid, it is my recommendation that McLean County accept the bid provided by Ray O'Herron Company.

2) 2006 Vehicle Purchase Proposal: On October 10<sup>th</sup>, 2005, squad bids were mailed to 13 area new car dealers and two other bid specification sheets were mailed out via telephone requests. The Coroner's Office and Court Services have requested to "piggy back" with us for vehicle purchases as well.

Inspection of possible trade in vehicles was held on November 2 & 3, 2005, with approximately 7 to 10 dealers attending. On November 23, 2005, bid opening was held at the Government Center with representatives from three (3) dealerships present.

Justice Committee December 28, 2005 Page 2

Attached, please find my recommendations, along with the new car price and trade in values that were provided by the three (3) dealerships that were in attendance. Although Miles Chevrolet did not submit a bid, due to the fact that they have been awarded the State contract for the Chevrolet Impala 9C1, I contacted the fleet manager and received a quote from him. I also received information from Bob Ridings, Inc., who had been awarded the State contract for the Dodge mini vans. When contacted, Todd Crews provided a trade quote.

#### **Information**

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

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

boens

David Owens

Sheriff

DO:jc

Attachments



#### Ray O'Herron Co., Inc.

Suppliers of Police Equipment 3549 North Vermilion Street - P.O. Box 1070 DANVILLE, ILLINOIS 61834-1070

> Phones: (217) 442-0860 or (800) 223-2097 FAX (217) 443-3808

November 14, 2005

McLean County Sheriff's Department 104 W Front Street, Room 105 Law & Justice Center Bloomington IL 61702

Ref: Annual Contract Uniform & Equipment Bid

2/1/06 - 1/31/07 Due: 12/16/2005 10 am

Attn: Lt Mark L. Bailey

Following please find our bid for uniforms, accessories and equipment. Following is the rate for all oversizing.

Blauer 4XL +30-% 5XL up +100%

Atomo G sibu

Horace Small Pants: 44-50/20-22 +10% 52-54/24-26 +20% 56-60/28-30 +30%

Shirts: 18-18.5/2XL/42-44 +10% 19-19.5/3XL/46-48 +20% 20-20.5/4XL/50 +30%

Fechheimer: Pants: 44-50/20-24 +10% 52-54/26-28 +20% 56-58/30-32 +30%

Shirts: 19/3XL/Womens 48 or 37" Sleeve +30%

Coats/Jackets: 52-54/2XL +10% 56-58/3XL +20% 60/4XL +30%

Extra longs 48-52 +20% 54-56 +30%

Pro-Tuf/Werner Works: XL +10% 2XL +20% 3XL +30% Talls or longs +50%

If you have any questions, please feel free to contact me at 800-223-2097 ext 114 or by e-mail at jdonath@oherron.com.

Sincerely

Judie Donath Bids/Contracts

#### November 1, 2005

#### INSTRUCTIONS TO BIDDERS

Sheriff's Department Uniform & Equipment Purchases For The One Year Period of February 1, 2006 to January 31, 2007

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400. Contact person: Patrol Administrative Commander: Lt. Mark L. Bailey

#### Mandatory Vendor Information

| Name of company submitting formal quote: RAY O'HERRON COMPANY, INC.  |       |      |
|--|-------|------|
| Printed name of authorizing agent submitting quote: RAY O'HERRON   |       |      |
| Signature of authorizing agent submitting Quote:   |       |      |
| Date quote proposal submitted:   |       |      |
| Company address: 3549 N VERMILION ST, PO BOX 1070  |       |      |
| DANVILLE, IL 61834-1070  |       |      |
| Company Contact Telephone Number: DAN YARA-708-710-3396/JUDIE DONATH-1-800-223-Company Contact Email Address: YARAFAMILY@AOL.COM/JOONATH@OHERRON.COM | -2097 | X114 |
| Company Contact FAX Number: DAN=708-532-5714 / STORE-1-(888) 223-3235  |       |      |

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

## "Proposal for uniforms & equipment purchases for the McLean County Sheriff's Department"

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702, by 10:00am on Friday, December 16, 2005. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Department.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2006 to January 31, 2007 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.

Vendors must agree to ship all ordered items with in 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mark L. Bailey at: 309-888-5859 Monday through Friday, 8:30a.m. to 4:30p.m., Fax: (309) 888-5072 or e-mail: mark.bailey@mcleancountyil.gov

Vendors **do not** have to bid on all <u>categories</u> of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

#### Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted models & brands are approved by Lt. Bailey prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note that clearly so we know exactly what you propose as a substitute*.

- \$254.57 Deputy Blauer Jacket #GTX-9010-Z 105.47 Deputy Horace Small Convertible Jacket #2307 37.78 Command White S.S. Shirt Flying Cross #95R6600 40.96 Command White L.S. Shirt Flying Cross #45W6600 51.94 Deputy Pants Horace Small Pink Tan #\$300 w/Dark Brown Stripe per current design HS2136 47.65 StreetGear 8810 Poly Cotton Brown Trousers 4.52 Sam Broom Necktie in pink tan or corrections gray 18" 45015 20" 45045 7.68 Ballcap in deputy brown or corrections blue w/mesh 44.42 Midway 5-Star hat (with all accessories including cover matching pant material) 4.52 Replacement Midway hat accessories, silver, or gold 24.74 Midway hat cover in white leather material 15.64 Langenburg winter hat #4396 fur trooper type 63.62 Bates Lightweight men's shoes in clarino Model #942 63.62 Bates Lightweight women's shoes in clarino Model #742 136.43 Rocky Boots Model #8032 -1 21.41 Rainfair yellow raincoat #2100-8000 53.48 Fechheimer brown or blue windbreakerx 42159 BREEZE BENDER 58.88 Wooly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab 92. 19 U.S. 101 Coveralls - brown or black PRO-TUF PC03-1839-SZ 112.84 Corrections Blauer #6000 Convertible Jacket 6125 42.98 Corrections Flying Cross S.S. Shirt #97R6686 48.64 Corrections Flying Cross L.S. Shirt #47W6686 48.07 Fechheimer Corrections pants #32230 42.94 Deputy Flying Cross Long Sleeve Shirt #45R6694 27.78 Deputy Flying Cross Short Sleeve Shirt #95R6694 67.86 Bates Enforcer & quarter boot 5" 88.92 Bates Chukka Leather Shoe Model 78 316.66 Illinois State Police Style Leather Jacket Model 4415 70.12 RXXXXXXX Yellow Raincoat 50" w/hood RW12-2548 122.52 Blauer Defender XXXXXX raincoat 733 REVERSIBLE 444115 Sentry Plus Men's LS Shirt XXXXXXX HS2245 34.18 Sentry Plus Men's SS Shirt XXXXXXX HS1245 36.92 Sentry Plus Women's LS Shirt XXXXX HS1183
  - TOTAL FOR UNIFORM CATEGORY \$ 2344.16
  - 59.96 BLAUER 210 WOOLY PULLY W/BADGE TAB

35.63 BLAUER STREETGEAR SS BRN SHIRT 8713 39.74 BLAUER STREETGEAR LS BRN SHIRT 8703

60.11 FECHHEIMER 43150 WIND CHAMP

#### SAFARILAND

#### POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. <u>Safariland can be substituted for any category</u> as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

\$ 43.87 Outer duty belt #120-FV w/buckle 25.74 Inner velcro garrison belt #125-FV 22.21 Cuff Case - velcro 90-9 6.59 Keepers that are the wide "snap" type 654-9 7.14 Nightstick 1.5" ring S-505 24.15 Magazine Pouch #D407-V-CL 77 26.65 Speedloader Pouch #D418 340 -107.78 Safariland SS-III Safety Holster 070 25.13 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon) 25.13 Portable Radio Carrier for Motorola XTS 5000 radios ("Uncle Mike" in Black Nylon) 4291 25.13 Portable Radio Carrier for Motorola HT 1250 radios ("Uncle Mike" in Black Nylon) 4291 25.13 Portable Radio Carrier for Motorola XTS 1500 radios ("Uncle Mike" in Black Nylon) 4291 11.61 Latex Glove Pouches (to carry protective gloves) 33-9V 50.51 Safariland 87V Duty Belt in Clarino w/buckle 87V 25.74 Safariland #99 Inner velcro belt in Clarino 99 22.06 Bianci Model 73075 pepper holder in Clarino 38

#### TOTAL FOR THE POLICE LEATHER CATEGORY \$ 474.57

\*ADD SWIVEL \$30.13

#### BIANCHI

#### POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. Safariland can be substituted for any category as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

| \$ 45002 Outer duty belt #120-FV w/buckle     | 7960   |
|---|--|
| 21.01 Inner velcro garrison belt #125-FV      | <b>7205</b> 5  |
| 22.51 Cuff Case - velcro                      | 7900   |
| 12.37 Keepers that are the wide "snap" type   | 7906   |
| 8.62 Nightstick 1.5" ring S-505               | 7904   |
| 30.21 Magazine Pouch #D407-V-CL               | 7902   |
| 23.34 Speedloader Pouch #D418                 | 7901   |
| 67.46 Safariland SS-III Safety Holster        | 7130   |
| 28.11Portable Radio Carrier for Motorola M    | T1000 radios ("Uncle Mike" in Black Nylon)7314S/7324 |
| 28.11Portable Radio Carrier for Motorola X    | TS 5000 radios ("Uncle Mike" in Black Nylon)         |
| 28.11Portable Radio Carrier for Motorola H    | IT 1250 radios ("Uncle Mike" in Black Nylon)         |
| 28.11Portable Radio Carrier for Motorola X    | TS 1500 radios ("Uncle Mike" in Black Nylon)         |
| 20.79Latex Glove Pouches (to carry protecc    | tive gloves) 7915                                    |
| 45.01 Safariland 87V Duty Belt in Clarino w   | /buckle 7970   |
| 21.01 Safariland #99 Inner velcro belt in Cla | rino <b>7205</b>                                     |
| 22.51 Bianci Model 73075 pepper holder in     | Clarino 7907   |

TOTAL FOR THE POLICE LEATHER CATEGORY \$ 452.30

### DON HUME POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. <u>Safariland can be substituted for any category</u> as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

| \$_50.48_Outer duty belt #120-FV w/buckle B120-FV  |
|--|
| 37.46 Inner velcro garrison belt #125-FV B125-FV   |
| 34.59 Cuff Case - velcro C304-V  |
| 6.59 Keepers that are the wide "snap" type \$502-4   |
| 8.99 Nightstick 1.5" ring S-505 S505   |
| 355122 Magazine Pouch #D407-V-CL D407-V-CL   |
| 28.27 Speedloader Pouch #D418 SIX PACK   |
| 108.71 Safariland SS-III Safety Holster H746-SH  |
| 29.71 Portable Radio Carrier for Motorola MT1000 radios ("Uncle Mike" in Black Nylon) D.H. |
| 29.71 Portable Radio Carrier for Motorola XTS 5000 radios ("Uncle Mike" in Black Nylon)    |
| 29.71 Portable Radio Carrier for Motorola HT 1250 radios ("Uncle Mike" in Black Nylon)     |
| 29/71 Portable Radio Carrier for Motorola XTS 1500 radios ("Uncle Mike" in Black Nylon)    |
| 13:373 Latex Glove Pouches (to carry protecctive gloves) C321                              |
| 55.94 Safariland 87V Duty Belt in Clarino w/buckle B120-FV                                 |
| 37.46 Safariland #99 Inner velcro belt in Clarino B125-FV                                  |
| 22.96 Bianci Model 73075 pepper holder in Clarino C309                                     |

TOTAL FOR THE POLICE LEATHER CATEGORY \$\_558.24

#### **BADGE CATEGORY**

#### Blackington is the only badge we will accept in this category. No substitutes here please.

| \$ <u>48.40</u> | Hat badge #B720 w/black letters, full color state shield with       |
|-----------------|---|
|                 | rhodium finish and screw post fastener                              |
| <u>57.60</u>    | Same as above but in HiGlow finish                                  |
| 55.35           | Shirt Badge #B1004 w/black letters, full color state shield with    |
|                 | rhodium finish and pin back.  |
| 67.00           | Same as above but in HiGlow finish                                  |
| 62.40           | Shirt Badge #B1275 w/black letters, full color state shield with    |
|                 | HiGlow finish and pin back (Lieutenants)                            |
| 78.60           | Detective Badge #B736 w/black lettering, full color state seal, and |
|                 | clip back in HiGlow & I.D. badge case                               |
| 16.20           | Tie Tack #A3271 in either gold or silver color finish               |
| 14.2            | Namebar #A2388 in Rhodium finish                                    |
| 18.70           | Same as above but in HiGlow finish                                  |
| 16.50           | "Serving Since" bar in gold or silver finish                        |
| 20.5            | Badge Cases for B1004   |
| 20.5            | Badge Cases for B736  |
| 20.5            | 5 Badge Cases for B1275   |
|                 |   |

TOTAL FOR THE BADGE CATEGORY: \$504.40

7.75 94-G-UKFC TIE BAR

#### POLICE BODY ARMOR CATEGORY

| TOTICE BODT MENTON CHIEFGON   |
|---|
|   |
| No substitutes will be accepted in this category.   |
|   |
| \$4757000 2nd Chance Body Armor   |
| SMF-II  |
| with SPA & K30 insert   |
|   |
| \$60.00 Replacement 2nd Chance SPA for the above listed vest                                    |
| SC TRKG #1105-02  |
| OR,   |
| If the above vest is not available please provide specifications and cost on a comparable vest. |
|   |
|   |
| SUB TOTAL FOR POLICE BODY ARMOR \$535.00  |
|   |

NO OVERSIZE

#### MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute—explain clearly what you are proposing to substitute & as in other categories, Lt. Bailey must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items — or comparable items are bid if you choose to substitute as outlined above.

- \$ 14.86 Safariland Speedloaders
  - 360.00 CMI Model \$202 PBT unit CMI S-D2 #001007
  - 26.31 Peerless PSN handcuffs #4710
  - 9.89 H.K.S. Speedloaders
  - 187.95 Premier Crown Riot Helmet Model 700 with full riot package (RCK 700 conversion kit)
  - 60.56 Replacement RCK 700 Conversion Package
  - 11.90 Replacement visor w/rank band for Premier 700
  - 23.80 Replacement interior liner & sizing kit for Premier 700
  - 22.71 Saunders Aluminum Report Writing Board #AXXXXX 10017
  - 17.30 Saunders Aluminum Ticket Writing Board #AXXXX 10006
  - 244.86 Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls
  - 3.71 3 volt Lithium Batteries #DL123A
  - 304.50 Red Flares w/spikes #2730-30 minute (per gross) +HAZARDOUS FEE
  - 294.00 Red Flares w/spikes #2720-20 minute (per gross) +HAZARDOUS FEE
  - 25.73 Hickory 36" riot baton w/rawhide thong J0984/A5JP
  - 56.19 ASP Expandable Baton Model #616-B 02211
  - 59.37 ASP Expandable Baton Model #F-21-B 02411
  - 63.74 ASP Expandable Baton Model #926-B 02611
  - 26.25 NIK Narcotics Test Kit "G" #6077 ODV-904B \$21.55 SIRCHIE NARK2007 \$18.60
  - 26.25 NIK Narcotics Test Kit "E" #6075
- 908 \$21.55
- NARK2005 \$18.60
- 108.21 Streamlight SL-20x with DC & AC charger 26010
- 31.91 Streamlight Ni-Cad Battery stick for SL-20x 20170
- 12.87 Streamlight replacement bulb/lamp module for SL-20x 20110
- 11.36 Streamlight Charger Sleeve 22052
- 412.00 Alco-Check 3000 breath test device w/AC & DC Charger CMI S-D5 #001043K
  Batteries & 200 mouthpieces included
- 43.26 Mouth Pieces for SD-2 & SD-3 015035
- 60.47 Michaels of Oregon Holster #9925
- 29.71 Michaels of Oregon Holster #8820
- 29.71 Michaels of Oregon Holster #8821
- 27.58 Rondex CPR Mask #2230-2 \*\*\*\*\*\*\*\*\*\*\* #5000 DISC
- 7.04 Disposable Emergency Blanket U.S. Laminating Brand 35700

| \$9.20 | Rondex CPR Kit #2230-2                           |             |         |         |      |
|--------|--|-------------|---------|---------|------|
| DISC   | C.P.P. Inc. Bloodborn Pathogens kit Style #6S    | K (per case | e of 12 | kits)   |      |
|        | per case of 10 (60" x 90")                       |             |         |         |      |
| 13.15  | Def-Tec 1st Defens Pepper Mace MK III            | 5039CTS     | 1340    | \$12.94 |      |
| 15.49  | Def-Tec 1st Defense Pepper Mace MK IV            | 5049        | 1440    | \$14.50 |      |
| DISC   | Def-Tec 1st Defense Pepper Mace MK V             |             |         |         |      |
| 13.15  | Def-Tec 1st Defense Pepper Mace MK VI            | 5069        |         |         |      |
| 43.11  | Def-Tec 1st Defense Pepper Mace MK IX            | 5099        | 1940    | \$43.47 |      |
| 36.86  | MSI - FEDERAL LABS 4040 PEPPER FOAM              | Л           |         |         |      |
| 46.09  | _MSI - FEDERAL LABS 4030 PEPPER FOAM             | A           |         |         |      |
| 29.20  | Outer's firearms target pasters (20 roll carton) | NATIONAL    | PASTI   | ERS PER | ROLL |
| 98.88  | _Flex-Cuf's per order of 100 (#5010)             |             |         |         |      |
| DISC   | _Def-Tec Gas Mask Model 68 tactical with nylo    | on holder   |         |         |      |
| 480.00 | Glock Model 21 pistol PN-21002                   |             |         |         |      |
| 485.00 | _Remington 870 Parkerized finish 20" barrel, ri  | fle sights  | with 7  | shot    |      |
|        | magazine capacity                                |             |         |         |      |
| 91.39  | Streamlight Stinger flashlight AC75001           |             |         |         |      |
| 21.05  | Closed Top Carrier for the above listed STN-3    | Clarino     |         |         |      |

SUB TOTAL FOR MISCELLANEOUS CATEGORY \$ 4276.57

#### November 1, 2005

#### INSTRUCTIONS TO BIDDERS

Sheriff's Department Uniform & Equipment Purchases For The One Year Period of February 1, 2006 to January 31, 2007

Purchasers: Purchasers are the McLean County Sheriff's Department, 104 W. Front St., Law & Justice Center, Room 105, Bloomington, Illinois 61702-2400. Contact person: Patrol Administrative Commander: Lt. Mark L. Bailey

#### **Mandatory Vendor Information**

| Name of company submitting formal quote:     | GALLS ON ARAMARK COMPANY |
|--|--------------------------|
| Printed name of authorizing agent submitting | quote: Roha/ MikiX       |
| Signature of authorizing agent submitting Qu | ote: KM U                |
| Date quote proposal submitted: 12/15/05      | O                        |
| Company address: 2680 PAUMbo TR              | Lexington, Ky 40517      |
| -  | - ' 1                    |
|  |                          |
| Company Contact Telephone Number: විචා       | -876-4249 x 2027         |
| Company Contact Email Address: Me AUX F      | Solh P GALS. COM ex      |
| Company Contact FAX Number: 877-914          | <u> </u>                 |

Quote Procedure: All quotes shall be prepared on quote forms supplied by the McLean County Sheriff's Department and shall be enclosed in a sealed envelope marked as follows:

## "Proposal for uniforms & equipment purchases for the McLean County Sheriff's Department"

The name and address of the bidder **must** appear in the upper left hand corner of the sealed envelope. The envelope **must** be delivered to the McLean County Administrators Office, Rm 401, Government Center, 115 E. Washington Street, Bloomington, Illinois 61702, by 10:00am on Friday, December 16, 2005. This is the date and time of the bid opening.

Bids will be opened in Room 404 of the Government Center by the McLean County Auditor or her representative. Upon completion of the opening, bids will be turned over to the McLean County Sheriff's Department.

Bids will be evaluated by the Sheriff's Department personnel and a recommendation made to the Justice Committee of the McLean County Board. The County Board will act on the contract award and a successful bidder will be named.

Basis of Contract Award: The contract for the purchase of uniform items shall run from February 1, 2006 to January 31, 2007 and be in full compliance with the McLean County Competitive Bidding Procedure Policy Resolution. Bid prices are to be firm for the duration of the contract. The purchaser will obtain all items listed in the specifications from the successful bidder for the duration of the contract. Vendors must agree to sew on all shoulder patches, chevrons, cap, and badge patches (supplied by the Sheriff's Department) at no extra charge. Vendors submitting bids may provide an equivalent brand and model of uniform to the one specified if the substituted item is at least of the same quality and value as the substituted item and is functionally the same item but from a different manufacturer.

Vendors must agree to ship all ordered items with in 21 days of receiving orders from the Sheriff's Department. If the vendor ships an incorrect item (wrong color, size, etc.) the vendor will be responsible for shipping the correct item to the Sheriff's Department as soon as notified by phone of the error. The incorrectly shipped item may be picked up at the Sheriff's Department by the vendor within 21 days of notification. If items are not picked up within the 21 days it will be assumed that the vendor does not want the items and that they may be disposed of by the McLean County Sheriff's Office in any way they see fit. Vendors must measure new officers for sizing for their clothing/equipment issue. This will be done at the Law & Justice Center in Bloomington, Illinois.

The Sheriff's Department reserves the right to inspect vendors "in-house" stock & inventory prior to a bid being awarded, to ensure that the vendor can reasonably be expected to service the account and ship items in a timely manner. Vendors are asked to not bid on this contract if they do not have a complete inventory of these items in stock and intend to maintain this inventory for the duration of the contract. This has been a problem in the past so please save yourself the trouble and don't bid this contract if you don't have the inventory stock.

Questions on Specifications: Bidders having questions on specifications or any portion of the bid procedure should contact Lt. Mark L. Bailey at: 309-888-5859 Monday through Friday, 8:30a.m. to 4:30p.m., Fax: (309) 888-5072 or e-mail: mark.bailey@mcleancountyil.gov

Vendors **do not** have to bid on all <u>categories</u> of this bid request to be considered for a contract with McLean County, e.g. the uniform category of the contract may go to one vendor while the miscellaneous equipment category of the contract may go to a different vendor. This way McLean County can get the best pricing for each category of product. However, we will attempt to deal with only one vendor per product category to keep our administrative ordering process streamlined and efficient. We do however reserve the right to buy any individual item at the lowest price by any vendor on any given product.

#### Police & Correctional Officer's Uniform Category

Brands of uniforms that may be acceptable as a substitute for those listed below include Fechheimer, Blauer, and Flying Cross. You may bid another brand as long as the substituted models & brands are approved by Lt. Bailey prior to the bid opening and they are comparable to the particular brand and model listed below. *If you substitute a brand please note that clearly so we know exactly what you propose as a substitute*.

| s 159.99   | Deputy Blauer Jacket #GTX-9010-Z   |
|------------|--|
| · <u> </u> | Deputy Horace Small Convertible Jacket #2307                                     |
| 35.40      | Command White S.S. Shirt Flying Cross #95R6600                                   |
|            | Command White L.S. Shirt Flying Cross #45W6600                                   |
|            | Deputy Pants Horace Small Pink Tan #8300 w/Dark Brown Stripe per current design  |
|            | StreetGear 8810 Poly Cotton Brown Trousers                                       |
|            | Sam Broom Necktie in pink tan or corrections gray                                |
|            | Ballcap in deputy brown or corrections blue w/mesh                               |
| · · ·      | Midway 5-Star hat (with all accessories including cover matching pant material)  |
|            | Replacement Midway hat accessories, silver, or gold                              |
|            | Midway hat cover in white leather material                                       |
|            | Langenburg winter hat #4396 fur trooper type                                     |
| 72.50      | Bates Lightweight men's shoes in clarino Model #942                              |
| 65,50      | Bates Lightweight women's shoes in clarino Model #742                            |
| 150.25     | Rocky Boots Model #8032  |
|            | Rainfair yellow raincoat #2100-8000  |
|            | _Fechheimer brown or blue windbreaker #43159                                     |
|            | _Wooly Pully 100% wool sweater in brown or blue (Blaur Model 200) with badge tab |
|            | _U.S. 101 Coveralls - brown or black   |
|            | _Corrections Blauer #6025 Convertible Jacket                                     |
|            | _Corrections Flying Cross S.S. Shirt #97R6686                                    |
| 41.50      | Corrections Flying Cross L.S. Shirt #47W6686                                     |
| •          | _Fechheimer Corrections pants #32230   |
|            | _ Deputy Flying Cross Long Sleeve Shirt #45R6694                                 |
| 35.50      | 2 Deputy Flying Cross Short Sleeve Shirt #95R6694                                |
|            | _Bates Enforcer 4" quarter boot  |
|            | _Bates Chukka Leather Shoe Model 78  |
|            | _Illinois State Police Style Leather Jacket Model 4415                           |
|            | _RW1684L Yellow Raincoat 50" w/hood  |
|            | _Blauer Defender 734BR raincoat  |
|            | Sentry Plus Men's LS Shirt Z919AP  |
| •~-        | _Sentry Plus Men's SS Shirt Z959AP   |
|            | Sentry Plus Women's LS Shirt Z905AP  |
|            | Sentry Plus Women's LS Shirt Z975AP  |

TOTAL FOR UNIFORM CATEGORY \$

#### POLICE LEATHER CATEGORY

Unless otherwise specified, all leather is clarino finish, We use Don Hume gear now with Safariland SSIII Safety Holsters. <u>Safariland can be substituted for any category</u> as long as it is comparable to the Don Hume item listed below. We will certainly consider other brands of equal or superior quality. Please denote exactly what brand and model you are bidding if you substitute.

TOTAL FOR THE POLICE LEATHER CATEGORY \$\_\_\_\_\_

#### **BADGE CATEGORY**

Blackington is the only badge we will accept in this category. No substitutes here please.

\$ WHat badge #B720 w/black letters, full color state shield with rhodium finish and screw post fastener 64.49 Same as above but in HiGlow finish 54.49 Shirt Badge #B1004 w/black letters, full color state shield with rhodium finish and pin back. 99.49 Same as above but in HiGlow finish ( 46.49 Shirt Badge #B1275 w/black letters, full color state shield with HiGlow finish and pin back (Lieutenants)
Detective Badge #B736 w/black lettering, full color state seal, and clip back in HiGlow & I.D. badge case Tie Tack #A3271 in either gold or silver color finish 10.50 Namebar #A2388 in Rhodium finish 15.50 Same as above but in HiGlow finish 4.25 "Serving Since" bar in gold or silver finish 20.50 Badge Cases for B1004 20.50 Badge Cases for B736 20.50 Badge Cases for B1275

TOTAL FOR THE BADGE CATEGORY: \$

#### POLICE BODY ARMOR CATEGORY

| No substitutes will be accepted in this category.   |
|---|
| 2nd Chance Body Armor SMF-II with SPA & K30 insert  |
| SS Replacement 2nd Chance SPA for the above listed vest   |
| OR,   |
| If the above vest is not available please provide specifications and cost on a comparable vest. |
| SUB TOTAL FOR POLICE BODY ARMOR \$  |

#### MISCELLANEOUS POLICE EQUIPMENT CATEGORY

Substitutes are allowed in this category, however, as in other categories we want to know exactly what you propose to substitute--explain clearly what you are proposing to substitute & as in other categories, Lt. Bailey must be able to inspect any proposed substitutes to make certain it is of equal or better quality and value to what is listed here. This category bid will only be considered if it is a complete bid on all items – or comparable items are bid if you choose to substitute as outlined above.

| \$          | Safariland Speedloaders  |
|-------------|--|
|             | CMI Model S-02 PBT unit  |
|             | Peerless PSN handcuffs   |
|             | H.K.S. Speedloaders  |
|             | Premier Crown Riot Helmet Model 700 with full riot package           |
|             | (RCK 700 conversion kit)   |
|             | Replacement RCK 700 Conversion Package                               |
|             | Replacement visor w/rank band for Premier 700                        |
|             | Replacement interior liner & sizing kit for Premier 700              |
|             | Saunders Aluminum Report Writing Board #AH8512                       |
|             | Saunders Aluminum Ticket Writing Board #A48102                       |
|             | Evidence Tape SM1000 (red tape w/black lettering -price per 24 rolls |
|             | 3 volt Lithium Batteries #DL123A                                     |
|             | Red Flares w/spikes #2730-30 minute (per gross)                      |
|             | Red Flares w/spikes #2720-20 minute (per gross)                      |
|             | Hickory 36" riot baton w/rawhide thong                               |
|             | ASP Expandable Baton Model #616-B                                    |
|             | ASP Expandable Baton Model #F-21-B                                   |
|             | ASP Expandable Baton Model #926-B                                    |
|             | NIK Narcotics Test Kit "G" #6077                                     |
|             | NIK Narcotics Test Kit "E" #6075                                     |
| <del></del> | Streamlight SL-20x with DC & AC charger                              |
|             | Streamlight Ni-Cad Battery stick for SL-20x                          |
|             | Streamlight replacement bulb/lamp module for SL-20x                  |
|             | Streamlight Charger Sleeve   |
|             | Alco-Check 3000 breath test device w/AC & DC Charger                 |
|             | Batteries & 200 mouthpieces included                                 |
|             | Mouth Pieces for SD-2 & SD-3   |
|             | Michaels of Oregon Holster #9925                                     |
|             | Michaels of Oregon Holster #8820                                     |
|             | Michaels of Oregon Holster #8821                                     |
|             | Rondex CPR Mask #2230-2 w/ #5000 storage kit                         |
|             | Disposable Emergency Blanket U.S. Laminating Brand                   |

| Rondex CPR Kit #2230-2   |
|--|
| C.P.P. Inc. Bloodborn Pathogens kit Style #6SK (per case of 12 kits) |
| per case of 10 (60" x 90")   |
| Def-Tec 1st Defens Pepper Mace MK III                                |
| Def-Tec 1st Defense Pepper Mace MK IV                                |
| Def-Tec 1st Defense Pepper Mace MK V                                 |
| Def-Tec 1st Defense Pepper Mace MK VI                                |
| Def-Tec 1st Defense Pepper Mace MK IX                                |
| MSI - FEDERAL LABS 4040 PEPPER FOAM                                  |
| MSI - FEDERAL LABS 4030 PEPPER FOAM                                  |
| Outer's firearms target pasters (20 roll carton)                     |
| Flex-Cuf's per order of 100 (#5010)                                  |
| Def-Tec Gas Mask Model 68 tactical with nylon holder                 |
| Glock Model 21 pistol  |
| Remington 870 Parkerized finish 20" barrel, rifle sights with 7 shot |
| magazine capacity  |
| Streamlight Stinger flashlight AC75001                               |
| Closed Top Carrier for the above listed STN-3 Clarino                |
| SUB TOTAL FOR MISCELLANEOUS CATEGORY \$                              |

Pursuant to Section 17.55-1, Competitive Bidding Procedure of the Purchasing Policy resolution, the County Board shall award or reject bids as so stated in the policy.

Bids sent to:

#### **Galls Incorporated**

Attn: Kendi Kiogora 2680 Palumbo Drive Lexington, Kentucky 40509

#### **Harris Uniforms**

1025 N. Sheridan Rd. Peoria, Illinois 61606

#### Ray O'Herron Co. Inc

Attn: Larry Fredericks 3549 N. Vermilion P.O. Box 1070 Danville, Illinois 61834-1070 It is my recommendation that we purchase four Chevrolet 9C1 Impalas from Rogers Chevrolet at a price of \$16,973.83 \*\*\*each.

It is my recommendation that we purchase one Chevrolet 9C3 Impala from Rogers Chevrolet at a price of \$16,637.32.

It is my recommendation that we purchase two Dodge Grand Caravan SE mini vans from Bob Ridings Inc. at a price of \$16,150.00 each.

Total purchase price for seven vehicles: \$116,832.64

Less trade in value \$ 12,300.00

Total price \$104,532.64

<sup>\*\*\*</sup> This number represents \$8.00 per vehicle more than the actual bid. The reasoning for this increase for marked cars only is for a rubber floor instead of a carpeted floor with mats. Rubber flooring in the marked cars makes for easier maintenance; its ease of clean up as well as routine (mechanical and electrical) installations within the passenger compartment. Historically, rubber flooring has held up much better that carpet. The up cost for the rubber flooring is only \$8.00 per car, but the heavy duty slush mats ( front only ) is \$70.00 per car. I'm confident that aftermarket heavy duty mats can be purchased much cheaper, as much as 50% to 70% less.

# '06 Vehicle Bids

# NEW SQUAD PRICES

| Rogers Chevrolet 2006 Chevrolet Impala 9C1 Interceptor (marked)) 2006 Chevrolet Impala 9C3 (unmarked) | \$16,973.83 |
|---|-------------|
| Roanoke Motor Company<br>2006 Dodge Caravan SE ( mini van )   | \$16,213.00 |
| Dennison Ford Ford 2006 Ford Crown Victoria P.I. ( marked )**   | \$20,116.00 |
| 2006 Ford Crown Victoria P.I. (unmarked)**  | \$19,996.00 |
| 2006 Ford Taurus ( unmarked )   | \$13,995.00 |
| 2006 Ford Freestar SE(mini van)   | \$17,799.00 |
| Miles Chevrolet (State bid )<br>2006 Chevrolet Impala C91 Interceptor ( marked )                      | \$17,896.61 |
|   |             |

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<sup>\*\*</sup> Crown Victoria does not meet bid specs.

# '06 Vehicle Bids

## TRADES

| Coroner<br>98 CV<br><b>\$1,800</b>   | obido totologica                 | Coroner 98 CV                                   | \$1,200<br>Coroner<br>98 CV<br>\$1,000                        |
|--|----------------------------------|---|---|
| M-28<br>04 CI<br><b>\$2,000</b>  | N-28<br>-04/G<br>\$2,000         | M-28<br>04 CI                                   | M-28<br>04 CI<br>\$4,000                                      |
| M-26<br>04 CI<br><b>\$2,000</b>  | M-26<br>04 CI<br><b>\$2,000</b>  | M-26<br>04 CI                                   | %1,500<br>M-26<br>04 CI<br>\$4,000                            |
| M-25<br>04 GI<br>\$2,000   | M-25<br>04 CI<br><b>\$2,000</b>  | M-25<br>04 CI                                   | \$1,800<br>M-25<br>04 CI<br>\$4,000                           |
| M-21<br>60 Exp<br>\$2,500  | M-21<br>00 Exp<br><b>\$2,200</b> | M-21<br>00 Exp                                  | \$2,200<br>M-21<br>00 Exp<br>\$3,000                          |
| M-20<br>99:CV<br><b>\$2:000</b>  | M-20<br>99 CV<br><b>\$1,900</b>  | M-20<br>99 CV                                   | %1,500<br>M-20<br>99 CV<br>\$1,700                            |
| M-18<br>04 G<br>\$2,000  | M-18<br>04 CI<br><b>\$2,000</b>  | M-18<br>04 CI                                   | M-18<br>04 CI<br>\$4,000                                      |
| stors<br>M-7<br>00 CV<br>\$2,000   | M-7<br>00 CV                     | M-7<br>00 CV                                    | %2,300<br>M-7<br>00 CV<br>\$2,000                             |
| Rogers Chevrolet & Roanoke Moto  | M-6<br>98 CV<br><b>\$1,000</b>   | M-6<br>98 CV                                    | *1,000<br>M-6<br>98 CV<br>\$1,000                             |
| Rogers Chevrolet & Roano           M-2         M-5         M-1           98 CV         99 CV         98 C           \$2,000         \$1,800         \$1,8           shaded vehicles to be traded         \$2,000 | igs M-5<br>99 CV                 | Miles Chevrolet  M-2 M-5 M-5 M-98 (V 99 CV 98 ( | \$1,500<br>N-5<br>99 CV<br>\$1,500                            |
| Rogers Ch<br>Nr-2<br>98 GV<br>\$2,000<br>shaded ver  | Bob Ridings M-2 98 CV \$1,300    | Miles Chevrolet M-2 M 98 CV 99                  | \$1,000 \$1,5  Dennision Ford  M-2 M  98 CV 99  \$1,400 \$1,5 |

MCDF-Fourth Quarter Population Report December 2005

| Female       | Male         | Spec Needs   | Spec Needs | Str. Sent | Str. Sent | Work Rel/Weekend | Work Rel/Weekend | Other Fac | Other Fac |
|--------------|--------------|--------------|------------|-----------|-----------|------------------|------------------|-----------|-----------|
| Female       | nal          | 0            | Male       | Female    | Male      | Female           | Male             | Female    | Male      |
| 172 10       | 0,           | <del> </del> | 18         | 7         | 21        | .2               | 11               | 0         | 0         |
| 165 8        | 8            |              | 14         | 7         | 20        | 2                | 11               | 0         | 0         |
| 178 8        | 8            | I            | 18         | 7         | 30        | က                | 13               | 0         | 0         |
| 173 11       | 11           | i 1          | 10         | 8         | 33        | 4                | 10               | 0         | 0         |
| 171 8        | 8            |              | . 12       | 80        | 33        | 4                | 10               | 0         | 0         |
| 176 7        | 7            |              | 15         | 7         | 31        | 4                | 14               | 0         | 0         |
| 169 7        | 7            |              | 12         | 7         | 29        | 4                | 14               | 0         | 0         |
| 167 7        | 2            | _            | 10         | 7         | 30        | 4                | 14               | 0         | 0         |
| 156 7        | 7            | -            | 6          | 9         | 30        | 4                | 14               | 0         | 0         |
| 158 10       | P            |              | 12         | 9         | 31        | 4                | 14               | 0         | 0         |
| 158 10       | ဝ္           | ├            | 6          | 9         | 30        | 4                | 13               | 0         | 0         |
| 160 9        | 6            | -            | 10         | 9         | 28        | ဇ                | 13               | 0         | 0         |
| 156 10       | ç            | $\vdash$     | 13         | 9         | 24        | 3                | 13               | 0         | 0         |
| 149 7        | 7            |              | 10         | 9         | 28        | 3                | 13               | 0         | 0         |
| 157 12       | 12           |              | 11         | 9         | 26        | 3                | 13               | 0         | 0         |
| 150 11       | F            | <del></del>  | 10         | 9         | 24        | 3                | 13               | 0         | 0         |
| 152 11       | -            |              | 10         | 5         | 24        | 3                | 12               | 0         | 0         |
| 147 10       | 9            |              | 10         | 3         | 24        | 2                | T                | 0         | 0         |
| 148 10       | 9            |              | 10         | ro        | 23        | 2                | 11               | 0         | 0         |
| 150 10       | 10           |              | 8          | 9         | 25        | 2                | -                | 0         | 0         |
| 154 10       | 9            |              | 8          | S         | 28        | 2                | -1-              | 0         | 0         |
| 155 11       | =            | $\neg$       | 9          | ß         | 24        | 2                | 10               | 0         | 0         |
| 141 9        | 6            |              | 6          | 9         | 19        | 2                | 10               | 0         | 0         |
| 144   12     | 42           |              | 13         | 9         | 19        | 2                | 10               | 0         | 0         |
| 140 11       | =            |              | 10         | ၑ         | 18        | 2                | 6                | 0         | 0         |
| 134 8        | <sub>∞</sub> |              | 12         | 4         | 17        | 2                | 6                | 0         | 0         |
| 143 12       | 72           |              | 14         | 4         | 21        | 4                | 6                | 0         | 0         |
| 143 8        | 8            |              | 10         | 5         | 24        | +                | 10               | 0         | 0         |
| 146 10       | 10           |              | 10         | 9         | 25        | 1                | 11               | 0         | 0         |
| 145 11       | =            | <del> </del> | 12         | 9         | 52        | 1                | 11               | 0         | 0         |
|              |              |              |            |           |           |                  |                  | 0         | 0         |
|              |              |              |            |           |           |                  |                  |           |           |
| 4657 285     | 385          |              | 335        | 180       | 764       | 62               | 348              | 0         | 0         |
|              |              | $\dashv$     |            |           |           |                  |                  |           |           |
| 155.233 9.50 | ŗ            |              | 11.17      | 9         | 25.47     | 263              | 11 60            | 0.00      | 0.00      |

MCDF Average Population By Month 2005

| T        |             |          |        |        |            | -r     |            | · T  |          |        |          |      |           |          |        |           |          | _    |                     | ı         | $\neg$ |
|----------|-------------|----------|--------|--------|------------|--------|------------|------|----------|--------|----------|------|-----------|----------|--------|-----------|----------|------|---------------------|-----------|--------|
| Average  | 204.97      | 193.3    | 31.68  | 173.22 | 6.7        |        | 11.58      |      | 7.31     |        | 32.74    |      | 3.78      |          |        | 11.08     |          |      | 0.47                | 2.84      |        |
| Dec      | 182.07      | 171.73   | 26.83  | 155.33 | 9.50       |        | 11.17      |      | 00.9     |        | 25.47    |      | 2.63      |          |        | 11.60     |          |      | 00.00               | 00.00     |        |
| Nov      | 201.77      | 190.03   | 32.37  | 169.40 | 6.07       |        | 11.97      |      | 9.23     |        | 30.73    |      | 4.50      |          |        | 13.17     |          |      | 00.00               | 1.93      |        |
| October  | 212.39      | 200.03   | 32.52  | 179.87 | 8.45       |        | 15.97      | -    | 5.94     |        | 33.03    |      | 3.97      |          |        | 14.39     |          |      | 00.00               | 1.97      |        |
| Sept     | 219.63      | 199.40   | 36.10  | 183.03 | 9.87       |        | 12.83      |      | 5.73     |        | 36.80    |      | . 2.37    |          |        | 12.80     |          |      | 00.00               | 11.43     |        |
| August   | 211.32      | 196.19   | 33.48  | 177.81 | 10.10      |        | 13.61      |      | 6.48     |        | 35.45    |      | 2.03      |          |        | 17.32     |          |      | 1.52                | 2.68      |        |
| July     | 212.19      | 200.58   | 36.58  | 175.58 | 15.23      |        | 11.84      |      | 7.32     |        | 41.77    |      | 3.84      |          |        | 14.71     |          |      | 00.00               | 00.00     |        |
| June     | 213.07      | 198.93   | 32.67  | 179.80 | 9.27       |        | 11.37      |      | 8.47     |        | 33.50    |      | 3.97      |          |        | 13.37     |          |      | 00:00               | 2.37      |        |
| May      | 193.81      | 187.42   | 29.03  | 164.77 | 9.10       |        | 9.52       |      | 26'9     |        | 26.58    |      | 2.84      |          |        | 8.74      |          |      | 00.00               | 00.00     |        |
| April    | 185.17      | 181.17   | 29.03  | 156.13 | 8.13       |        | 10.17      |      | 8.00     |        | 28.87    |      | 3.37      |          |        | 3.53      |          |      | 00.00               | 00.00     |        |
| March    | 191.29      | 187.29   | 29.10  | 162.19 | 8.71       |        | 8.65       |      | 8:28     |        | 27.84    |      | 3.77      |          |        | 3.29      |          |      | 00.00               | 00.00     |        |
| February | 203.50      | 195.32   | 31.14  | 172.54 | 10.68      |        | 7.96       |      | 7.71     |        | 28.07    |      | 7.00      |          |        | 9.54      |          |      | 1.61                | .07       |        |
| January  | 233.42      | 211.45   | 31.32  | 202.16 | 8.29       |        | 13.94      |      | 7.29     |        | 44.71    |      | 5.10      |          |        | 10.45     |          |      | 2.52                | 13.58     |        |
| Month    | Daily Total | In House | Female | Male   | Spec Needs | Female | Spec Needs | Male | Str Sent | Female | Str Sent | Male | Weekender | Work Rel | Female | Weekender | Work Rel | Male | Other Fac<br>Female | Other Fac | Male   |

#### Office of the Coroner **McLean County NOV REPORT**

| Cases                | NOV 2005<br>80 | NOV 2004<br>51 | TYTD 2005<br>831 | LYTD 2004<br>754 |
|----------------------|----------------|----------------|------------------|------------------|
| Autopsies            | 5              | 9              | 72               | 90               |
| Out/County Autopsies | 14             | 32             | 254              | 315              |
| Inquests             | 6              | 2              | 49               | 56               |

#### **TOTAL DEPOSITS**

|                        | BUDGET      | ACTUAL       |
|------------------------|-------------|--------------|
| Copy Fees              | \$6,000.00  | \$5,872.00   |
| Morgue Fee             | \$30,500.00 | \$ 53,706.00 |
| Reim/Services          | \$250.00    | \$100.00     |
| Paid to Facilities Mgt | \$0.00      | \$8,324.00   |

#### DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 2

Medical/Sudden death -1

Homicide - 0

Other (pending tox. & autopsy results and/or inquest ruling) -2

#### **OPEN DEATH INVESTIGATIONS**

Traffic Crash -3 Homicide -0

Medical/Sudden death – 0

Other/Pending - 7