



EXECUTIVE COMMITTEE AGENDA
Room 400, Government Center

Tuesday, June 14, 2005

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – May 10, 2005
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

McLean County Board of Health
Dan Steadman, D.D.S.
1112 Broadway
Normal, IL 61761
(three-year term expiring June 30, 2008)

T.B. Care and Treatment Board
Dan Steadman, D.D.S.
1112 Broadway
Normal, IL 61761
(three-year term expiring June 30, 2008)

McLean County Board of Health
Eileen Fowles, Ph.D.
Mennonite College of Nursing
Illinois State University
Campus Box 5810
Normal, IL 61790-5810
(three-year term expiring June 30, 2008)

T.B. Care and Treatment Board

Eileen Fowles, Ph.D.
Mennonite College of Nursing
Illinois State University
Campus Box 5810
Normal, IL 61790-5810
(three-year term expiring June 30, 2008)

**Board for Care and Treatment of Persons with
Developmental Disabilities**

Eileen Fowles, Ph.D.
Mennonite College of Nursing
Illinois State University
Campus Box 5810
Normal, IL 61790-5810
(three-year term expiring June 30, 2008)

McLean County Board of Health

Ms. P. A. "Sue" Berglund
1019 East Olive Street
Bloomington, IL 61701
(Three-year term expiring June 30, 2008)

b) APPOINTMENTS:

Bloomington Township Public Water District

Mr. Allen L. Blair
8759 North 1550 East Rd.
Bloomington, IL 61704
(five-year term expiring the first Monday in May, 2010 –
Replacing Mr. Bill Edwards)

Gridley Fire Protection District

Mr. Charles W. Stanhouse
Box 278
307 E. 6th Street
Gridley, IL 61744
(Three-year term expiring April 30, 2008 – replacing
Mr. Loren T. Hany)

c) RESIGNATIONS

McLean County Zoning Board of Appeals

Mr. Tony A. Wheet
21398 E. 200 North Road
Le Roy, IL 61752

	d)	Request Approval to Purchase Personal Computers under Illinois State Contract – Information Services	1-17
2)		<u>Items to be Presented for Information:</u>	
	a)	Legislative Update Memo, 06/01/05, Metro Counties	18-27
	b)	General Report	
	c)	Other	
C.		Justice Committee – Chairman Renner	
	1)	<u>Items to be Presented for Committee Action:</u>	
	a)	Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance – General Fund 0001, Coroner’s Office 0031	28-29
	b)	Request Approval of an Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff and the Bloomington-Normal Airport Authority – Sheriff’s Department	30-32
	c)	Request Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2005 Combined Annual Appropriation and Budget Ordinance General Fund 0001 – Sheriff’s Department 0029	33-34
	d)	Request Approval of Interagency Agreement between the County of McLean on Behalf of the Office of the State’s Attorney and the Illinois Criminal Justice Information Authority for the Implementation of the Law Enforcement and Prosecutor -Based Victim Assistance Services Program – State’s Attorneys Office	35-97
	e)	Request Approval of a Contract Extension for Logan County’s Bed Space at the Juvenile Detention Center – Court Services	98-103
	2.	<u>Items to be Presented to the Board:</u>	
	a)	Request Approval to Enter into a Contract with Securus Technologies to Provide Inmate Telephone Services – Sheriff’s Dept.	
	b)	General Report	
	c)	Other	

D. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

- a) Request for Approval of a Preliminary Plan for the Resubdivision of Lot 1 Gabriel Hills Subdivision on property Located in Bloomington Township immediately southeast of the Intersection of 1000 North Road (Colonial Road) and 1600 East Road
- b) Request Approval of the recommendation received from the McLean County Solid Waste Management Technical Committee to approve grant awards from the McLean County Solid Waste Management Fund.
- c) General Report
- d) Other

E. Property Committee – Chairman Bostic

1) Items to be Presented for Committee Action:

- a) Request Approval to Recommend Award of the Bid to Replace the Roof on the McLean County Jail to Peoria Roofing – Facilities Management

104-112

2) Items to be Presented to the Board:

- a) General Report
- b) Other

F. Transportation Committee – Chairman Bass

1) Items to be Presented to the Board:

- a) Request Approval of Letting Results from May 25, 2005 County and Township Projects
- b) Request Approval of Stanford Road – Sec 04-00122-03-RS – 80,000 lbs. Weight Agreement for:
 - 1) Earlybird Grain and Fertilizer Service, Inc.
 - 2) Stanford Grain Company
- c) Request Approval of the Bloomington-Normal Sports Commission and Convention and Visitors Bureau to use COMLARA Park for the Evergreen Lake Triathlon
- d) Request Approval for Joint Culvert Petitions:
 - 1) 2005 Lawndale Jt Culvert
 - 2) 2005 Lexington Jt Culvert #1—
2240 North & 2725 East
 - 3) 2005 Lexington Jt Culvert #2 –
2250 North & 2890 East
- e) General Report
- f) Other

- G. Finance Committee – Chairman Sorensen
- 1) Items to be Presented to the Board:
 - a) Request Approval of Resolution Amending the Funded Full-Time Equivalent Positions Resolution for 2005 – Sheriff's Department
 - b) Request Approval of a Resolution of the McLean County Board Amending the Resolution Establishing The Recorder's Revolving Revenue Stamp Fund – County Recorder's Office
 - c) Request Approval of an Ordinance for Prevailing Rate of Public Works Wages for McLean County – County Administrator's Office
 - d) Request Approval to Consolidate the Location of the Polling Place to the Community Building for Gridley Township – County Clerk's Office
 - e) Request Approval of Revision to Personnel Policy – County Administrator's Office
 - f) General Report
 - g) Other

- H. Report of the County Administrator
- 1) Items to be Presented for Committee Action:
 - a) EXECUTIVE SESSION: Annual Performance Evaluation of the County Administrator
 - 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

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



McLean County

INFORMATION SERVICES

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

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

**Request for Approval
To Purchase Personal Computers
Under Illinois State Contract**

June 14, 2005

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

I respectfully request permission to purchase personal computers under the State of Illinois contract established between CMS (The State of Illinois Central Management Services) and Dell Computers, Inc.

McLean County purchasing policy 17.58 states "If, in the opinion of the Department Head and/or County Administrator and with the approval of the Board Oversight Committee, it is advantageous to McLean County to purchase items through the State of Illinois Purchasing System, as provided in 30 ILCS-500, the Department Head then shall not be required to request quotations for items with a cost in excess of \$1000 or more or to request competitive bids for items with a cost in excess of \$20,000".

Two basic configurations exist within the contract.

Configuration #1, at \$500.00 consists of a Pentium 4 2.8 GHz, 512MB Ram, 40gb hard drive, 48x Cd Rom.

Configuration #2, at \$697.00 consists of a Pentium 4 3.0 GHz, 1 GB Ram, 80gb hard drive, DVD-CD-rw combo. 17" LCD flat panel monitors are priced at \$100.00 each.

Additional pages of the contract contain pricing for individual components.

For purposes of economy, the configurations will be varied to meet the duties of the recipients.

Information Services has planned to purchase a minimum of 80 machines. The purchase will not exceed the \$94,500 which is the figure budgeted in the fiscal year 2005 budget for this purchase.

I respectfully request permission to purchase these personal computers using the State of Illinois CMS Contract.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over a horizontal line. The signature is fluid and cursive.

Craig Nelson
Director, Information Services

NOTICE OF AWARD
TABLE OF CONTENTS

	PAGE NUMBER
TERMS AND CONDITIONS.....	00001
CONTRACT VENDORS.....	00004
CONTRACT ITEMS/SERVICES BY LINE ITEM.....	00005
DESCRIPTION: COMPUTER, DESKTOP, 2.8 GHZ, PENTIUM 4.....	00005
DELL, OPTIPLX GX280.....	00005
DESCRIPTION: COMPUTER, DESKTOP, 3.0 GHZ, PENTIUM 4.....	00005
DELL, OPTIPLX GX280.....	00006
DESCRIPTION: MONITOR BUSINESS, 17".....	00006
DELL, M783.....	00006
DESCRIPTION: MONITOR, BUSINESS, 19".....	00006
DELL, M993.....	00007
DESCRIPTION: MONITOR, BUSINESS, 22".....	00007
DELL, P1230.....	00007
DESCRIPTION: MONITOR, LCD BUSINESS, 17".....	00007
DELL, 1704FPH.....	00007
DESCRIPTION: 48X DVD-CD-RW COMBO.....	00007
DELL, 313-2489.....	00007
DESCRIPTION: 48X CD-ROM.....	00007
DELL, 313-2484.....	00007
DESCRIPTION: REPLACE STANDARD MOUSE WITH CORDLESS.....	00008
LOGITECH, 395073.....	00008
DESCRIPTION: SURGE PROTECTOR, 6 OUTLET.....	00008
APC, A0398366.....	00008
DESCRIPTION: PCI TOKEN RING CARD.....	00008
A0363939.....	00008
DESCRIPTION: ADDITIONAL 512MB UPGRADE.....	00008
DELL, 311-3679.....	00008
DESCRIPTION: ADD CLIENT GOLD TECHNICAL SUPPORT.....	00008
DELL, 902-4882.....	00008
DESCRIPTION: UPGRADE TO SAME-DAY 4-HOUR WARRANTY.....	00008
900-6100/900-6102.....	00008
DESCRIPTION: CUSTOM HARD DRIVE IMAGE (MINIMUM 50.....	00008
366-1227/365-0257.....	00008
DESCRIPTION: 128, GEFORCEFX5200, VGA/DVI, DUAL.....	00008
DELL, 320-4037.....	00008
DESCRIPTION: UPGRADE TO 16X DVD+/-RW DRIVE.....	00008
DELL, 313-3017.....	00008
DESCRIPTION: 64MB USB MEMORY KEY.....	00009
DELL, 311-4176.....	00009
DESCRIPTION: 128MB USB MEMORY KEY.....	00009
DELL, 311-4178.....	00009
DESCRIPTION: DELL A215 SPEAKERS.....	00009
DELL, 313-2316.....	00009
DESCRIPTION: DW1450 WIRELESS NTKW ADAPT, USB 2.0.....	00009
DELL, 430-1184.....	00009
DESCRIPTION: USING THE OMOD SCREEN FOR THIS ORDER.....	00009
DESCRIPTION: 16X DVD AND 48X CD-RW.....	00009
DELL, 313-2495.....	00009
DESCRIPTION: COMPUTER, TOWER CASE, 2.8 GHZ, PENT. 4.....	00009
DELL, OPTIPLX GX280.....	00010
DESCRIPTION: COMPUTER, TOWER CASE, 3.0 GHZ, PENT. 4.....	00010
DELL, OPTIPLX GX280.....	00011
DESCRIPTION: FOR OVERALL DECREASE/INCREASE.....	00011
DELL.....	00011
DESCRIPTION: MODEM, DATA/FAX V.92, PCI, FULL HEIGHT.....	00011
DELL, 313-2463.....	00011
DESCRIPTION: THIS IS A NO CHARGE LINE ITEM.....	00011
DELL.....	00011
DESCRIPTION: DECREASE TO TOTAL OBLIGATION.....	00011
DESCRIPTION: LAPTOP, LIGHTWEIGHT, PENT. 4, 1.6 GHZ.....	00011
DELL, LATITUDE D610.....	00012
DESCRIPTION: 24X CDRW/DVD.....	00012
DELL, 313-2115.....	00012
DESCRIPTION: DOCKING STATION.....	00012
DELL, 310-2853.....	00012

DESCRIPTION: PORT REPLICATOR.....	00012
DELL, 310-2854.....	00012
DESCRIPTION: CORDLESS WHEELMOUSE.....	00012
LOGITECH, 395073.....	00012
DESCRIPTION: SURGE PROTECTOR.....	00012
TARGUS, A0398366.....	00013
DESCRIPTION: UNIVERSAL NOTEBOOK CASE.....	00013
TARGUS AIR, A0443094.....	00013
DESCRIPTION: TOKEN RING PCMCIA CARD.....	00013
120874.....	00013
DESCRIPTION: AUTO/AIR POWER ADAPTER.....	00013
A0098237.....	00013
DESCRIPTION: USB OPTICAL MOUSE.....	00013
LOGITECH, 310-8574.....	00013
DESCRIPTION: UPGRADE TO 1GB.....	00013
311-3783.....	00013
DESCRIPTION: EXTRA 6 CELL PRIMARY BATTERY.....	00013
310-0192.....	00013
DESCRIPTION: ADD CLIENT GOLD TECHNICAL SUPPORT.....	00013
DELL, 902-4862.....	00013
DESCRIPTION: UPGRADE TO COMPLETECARE ACCIDENTAL.....	00013
DELL, 960-0407.....	00013
DESCRIPTION: CUSTOM HARD DRIVE IMAGE (MINIMUM 50.....	00013
366-2226/365-0257.....	00013
DESCRIPTION: 8XDVD+/-RW DRIVE.....	00014
DELL, 313-2972.....	00014
DESCRIPTION: USING THE OMOD SCREEN FOR THIS ORDER.....	00014
DESCRIPTION: FOR OVERALL DECREASE/INCREASE.....	00014
DELL.....	00014
DESCRIPTION: FOR OVERALL DECREASE/INCREASE.....	00014
DELL.....	00014
DESCRIPTION: WIRELESS CARD, 1450 DUAL BAND WLAN.....	00014
DELL, 430-1191.....	00014

DISTRIBUTE TO: 416PSD : BOSSAP

NOTICE OF AWARD

CONTRACT TITLE: PSD DESKTOPS, LAPTOPS AND PERIPHERALS
22005543

CONTRACT NO: VARIOUS

OPTIONS AVAILABLE: 00 JOINT PURCHASING: YES

VENDOR NAME AND ADDRESS VENDOR NUMBER:
* * SEE ATTACHED * *

CONTACT THE FOLLOWING IN THE EVENT OF QUESTIONS PERTAINING TO THIS CONTRACT:

BUYER NAME AND PHONE
CINDY KREBS
(217) 785-1638

SOLICITATION: 216427 BID OPEN DATE: 04/26/04

CONTRACT NO: 4012142
F37260 : STATEMENT OF WORK:

THE STATE HAS CONTRACTED WITH THIS FIRM FOR THE PURCHASE OF DESKTOP AND LAPTOP COMPUTERS, MONITORS AND ACCESSORIES. ALL PRICES AND PRICE RELATED TERMS AND CONDITIONS WILL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE CONTRACT, INCLUDING RENEWALS. THIS CONTRACT IS FOR STATE AND LOCAL GOVERNMENTAL UNITS ONLY. SCHOOLS CANNOT PURCHASE FROM THIS CONTRACT.

*****NOTE TO ALL STATE AGENCIES - UNTIL FURTHER NOTICE, YOU MUST OBTAIN APPROVAL THROUGH THE DESKTOP/LAPTOP REQUEST FORM PRIOR TO PLACING ANY ORDERS WITH THE VENDOR. DO NOT DO CONFIRMING ORDERS OR BLANKET ORDER AGREEMENTS (BOA'S) AGAINST THIS CONTRACT. ALL ORDERS MUST BE APPROVED BY CMS PRIOR TO OBLIGATION OF THE ORDER WITH THE COMPTROLLER'S OFFICE. THE DESKTOP/LAPTOP REQUEST FORM AND A MEMO EXPLAINING THE PROCESS WAS SENT TO ALL AGENCY STATE PURCHASING OFFICERS (SPO'S) ON 7/27/04. PLEASE OBTAIN A COPY OF THESE DOCUMENTS PRIOR TO PLACING ANY ORDERS.*****

CONTRACT NO: 4012142 4012143
F37261 : PRODUCT LIFE CYCLES:

WHERE PRODUCT LIFE CYCLES ARE SHORT, THE SPECIFICATIONS DETAILED IN THIS CONTRACT MAY BE UPDATED AT VARIOUS INTERVALS DURING THE TERM OF THE CONTRACT. THE STATE AND THE CONTRACTED VENDOR WILL CLOSELY MANAGE EACH ACCOUNT SO THAT ALL PARTIES MAY ACHIEVE SAVINGS BY INCREASING OPERATING EFFICIENCIES.

CONTRACT NO: 4012142 4012143
F37262 : DETAIL OF COMPUTING EQUIPMENT AND RELATED SERVICES:

THE CATEGORY OF COMPUTING EQUIPMENT CONSISTS OF DESKTOPS, LAPTOPS, MONITORS AND ASSOCIATED ACCESSORIES. RELATED SERVICES FOR COMPUTING EQUIPMENT MAY INCLUDE SOFTWARE IMAGE LOADING, SHIPPING AND HANDLING, INSTALLATION AND WARRANTY SERVICES.

CONTRACT NO: 4012142 4012143
F37263 : ACCOUNT MANAGEMENT REQUIREMENTS:

DATA REPORTING REQUIREMENTS MUST ALLOW THE STATE TO TRACK SPECIFIED DATA IN THE AGGREGATE AND WITHIN CATEGORIES WHEN APPLICABLE (I.E. QUARTERLY AND YEARLY SPEND, HARDWARE VOLUMES PURCHASED, AVERAGE COMPUTER CONFIGURATION PRICE, MEAN TIME BETWEEN FAILURE FOR STANDARD MODELS, DOA METRICS FOR STANDARD MODELS, PRICING RECONCILIATION TO STATE CONTRACT, TIME METRICS FOR DELIVERY AND INSTALLATION, PERFORMANCE ISSUES, VOLUME AND DATES OF WARRANTY SERVICE CALLS AND ASSET INFORMATION). REPORTS WILL BE SUBMITTED IN ELECTRONIC AND HARD COPY

FORMATS. THE CONTRACTED VENDOR WILL BE REQUIRED TO HAVE PERIODIC MEETINGS, AT LEAST QUARTERLY, WITH THE PROCUREMENT SERVICES DIVISION.

CONTRACT NO: 4012142 4012143
F37264 : PERFORMANCE MEASUREMENT:

COMPLIANCE WITH USER REQUIREMENTS, TIMELINESS OF DELIVERY, AND PERFORMANCE WILL BE CLOSELY MONITORED.

CONTRACT NO: 4012142 4012143
F37265 : KEY PERFORMANCE INDICATORS AND SERVICE CALLS:

1. IN ORDER TO MONITOR SERVICE LEVELS (E.G. QUALITY, DELIVERY LEAD TIMES, RESPONSE TIME), THE STATE WILL REQUIRE THE CONTRACTED VENDOR TO PROVIDE QUARTERLY STATISTICS ON ALL KEY PERFORMANCE INDICATORS. KEY PERFORMANCE INDICATORS MAY INCLUDE, BUT ARE NOT LIMITED TO, AVERAGE COMPUTER PRICE (UNIT PRICE INCLUDING PRE-NEGOTIATED DISCOUNT, CONFIGURATIONS, INSTALLATION (IF REQUIRED), SHIPPING AND HANDLING AND WARRANTY), AVERAGE TIME BETWEEN ORDER AND DELIVERY DATE, AVERAGE TIME BETWEEN DELIVERY AND INSTALLATION DATE, VOLUME OF OVERALL WARRANTY CALLS, VOLUME OF SPECIFIC SERVICE REQUEST CALLS, AVERAGE TIME FOR RESPONSE, AVERAGE TIME FOR RESTORE, AND PRICE RECONCILIATION.

2. SERVICE CREDITS WILL BE IMPOSED IF VENDOR PERFORMANCE DOES NOT MEET OR EXCEED THE SERVICE REQUIREMENTS OUTLINED IN THIS CONTRACT FOR TWO CONSECUTIVE QUARTERS OR FOR TWO QUARTERS WITHIN A 12-MONTH PERIOD. THE DOLLAR AMOUNT OF SERVICE CREDIT WILL BE DETERMINED IN NEGOTIATIONS.

CONTRACT NO: 4012142 4012143
F37266 : ELECTRONIC PROCUREMENT:

THE STATE MAY BE INSTALLING AN E-PROCUREMENT SYSTEM SOMETIME IN THE FUTURE. IT IS DESIRED THAT THE AWARDED VENDOR BE ABLE TO ACCEPT ORDERS THROUGH AN E-PROCUREMENT SYSTEM.

CONTRACT NO: 4012142 4012143
F37267 : DELIVERY:

1. COMPUTER HARDWARE SHALL ARRIVE AT THE LOCATION WITHIN TEN WORKING DAYS FROM RECEIPT OF ORDER.
2. IF COMPUTER HARDWARE DOES NOT ARRIVE WITHIN TWENTY WORKING DAYS FROM RECEIPT OF ORDER, THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES HAS THE OPTION TO CANCEL THE ORDER AND PURCHASE EQUIPMENT FROM AN ALTERNATE VENDOR CHARGING THE ORIGINAL CONTRACT HOLDER FOR THE DIFFERENCE IN PRICE.
3. CALL CONFIRMATION SITE CONTACT IS REQUIRED FOR DELIVERY.
4. PHASED DELIVERY SCHEDULE FOR LARGE QUANTITY ORDERS (I.E., 50 OR GREATER) SHALL BE NEGOTIATED WITH THE STATE. DELIVERY MUST BE INSIDE THE SHIP TO FACILITY TO A SECURE AREA DESIGNATED BY THE STATE. NOTE THAT THIS AREA MAY BE DISTANT FROM THE LOADING DOCK AND/OR UP SEVERAL FLIGHTS OF STAIRS.
5. NO DELIVERY AFTER HOURS, WEEKENDS, OR STATE HOLIDAYS WITHOUT PRIOR APPROVAL.

CONTRACT NO: 4012142 4012143
F37268 : SERVICE:

1. STATE SIGN-OFF ON RECEIPT AFTER INSTALLATION IS REQUIRED BEFORE PAYMENT WILL BE MADE.
2. SEE DESKTOP AND LAPTOP SPECIFICATIONS FOR PARTS AND LABOR WARRANTY COVERAGE. SHALL INCLUDE SERVICE LEVELS AS FOLLOWS: TELEPHONE RESPONSE WITHIN FOUR HOURS, ON-SITE RESPONSE (IF NEEDED) WITHIN 24 HOURS OF INITIAL CALL, RESTORE WITHIN 48 HOURS OF INITIAL CALL, RESTORE WITHIN 48 HOURS OF INITIAL CALL, 90% OF TIME.
3. WARRANTY COVERAGE SHALL COVER EVERY PIECE OF EQUIPMENT PURCHASED.

-
4. WARRANTY TECHNICIAN SHALL BE AT LEAST A+ CERTIFIED TECHNICIANS AND ENGINEERS ADDRESSING LEVEL 2 PROBLEMS SHALL HAVE MCSA/MSCE OR ACTC/ACSA CERTIFICATION.
 5. PASSWORDS USED DURING CONFIGURATION OR NECESSARY FOR ACCESS SHOULD BE PROVIDED TO THE STATE.

CONTRACT NO: 4012142 4012143
F37269 : PRICING:

1. DISCOUNTS SHALL BE FOR THE TERM OF THE CONTRACT - THROUGH PURCHASED MODELS AND HARDWARE REFRESHES.
2. IF HARDWARE EQUIPMENT PRICES FALL DURING THE ORDERING PROCESS PRIOR TO DELIVERY, DOLLAR SAVINGS MUST BE GIVEN TO THE STATE.

CONTRACT NO: 4012143
F37260 : STATEMENT OF WORK:

THE STATE HAS CONTRACTED WITH THIS FIRM FOR THE PURCHASE OF DESKTOP AND LAPTOP COMPUTERS, MONITORS AND ACCESSORIES. ALL PRICES AND PRICE RELATED TERMS AND CONDITIONS WILL REMAIN IN EFFECT FOR THE ENTIRE TERM OF THE CONTRACT, INCLUDING RENEWALS. THIS CONTRACT IS FOR STATE AND LOCAL GOVERNMENTAL UNITS ONLY. SCHOOLS CANNOT PURCHASE FROM THIS CONTRACT.

*****NOTE TO ALL STATE AGENCIES - UNTIL FURTHER NOTICE, YOU MUST OBTAIN APPROVAL THROUGH THE DESKTOP/LAPTOP REQUEST FORM PRIOR TO PLACING ANY ORDERS WITH THE VENDOR. DO NOT DO CONFIRMING ORDERS OR BLANKET ORDER AGREEMENTS (BOA'S) AGAINST THIS CONTRACT. ALL ORDERS MUST BE APPROVED BY CMS PRIOR TO OBLIGATION OF THE ORDER WITH THE COMPTROLLER'S OFFICE. THE DESKTOP/LAPTOP REQUEST FORM AND A MEMO EXPLAINING THE PROCESS WAS SENT TO ALL AGENCY STATE PURCHASING OFFICERS (SPO'S) ON 7/27/04. PLEASE OBTAIN A COPY OF THESE DOCUMENTS PRIOR TO PLACING ANY ORDERS.*****

VENDOR NAME AND ADDRESS

DELL MARKETING L P
ONE DELL WAY
ROUND ROCK, TX 78682-0001

CONTRACT NO: 4012142
PYMT TERMS: NONE
DELIVERY: 10 DAYS ARO
VENDOR NO:
BUSINESS CLASS CODE:>NNLJN
LEGAL STATUS: PARTNERSHIP
CONTRACT END DATE: 05/09/06

PRIME VENDOR: N
CONTRACT BEGIN DATE: 05/10/04

CONTACT NAME: TONY KASSEL
CONTACT PHONE: (708) 579-9645
CONTACT E-MAIL: TONY_KASSEL@DELL.C

CONTACT FAX: (708) 579-9748

DELL MARKETING L P
ONE DELL WAY
ROUND ROCK, TX 78682-0001

CONTRACT NO: 4012143
PYMT TERMS: NONE
DELIVERY: 10 DAYS ARO
VENDOR NO:
BUSINESS CLASS CODE:>NNLJN
LEGAL STATUS: PARTNERSHIP
CONTRACT END DATE: 05/09/06

PRIME VENDOR: N
CONTRACT BEGIN DATE: 05/10/04

CONTACT NAME: TONY KASSEL
CONTACT PHONE: (708) 579-9645
CONTACT E-MAIL: TONY_KASSEL@DELL.C

CONTACT FAX: (708) 579-9748

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T1915
PAGE NO.: 00005

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00001	COMMODITY CODE: 7377-372-0300 COMPUTER, DESKTOP, 2.8 GHZ, PENTIUM 4 **IF DESIRING TOWER CASE - SEE LINE NUMBER 00045.****	5654.000	EACH	N/A	\$ 500.0000
	1) PROCESSOR: INTEL PENT. 4 - 2.8 GHZ				
	2) MEMORY: 512MB NON-ECC, (400MHZ - DDR2 2 X 256) (MEMORY TO BE IN- STALLED AS 2 DIMMS WITH 1 MEMORY SLOT OPEN)				
	3) HARD DRIVE: 40GB SATA 7200 RPM				
	4) CD-ROM: 48X CD-RW (INTERNAL IDE/ATAPI)				
	5) NETWORK INTERFACE CARD (DMI 2.0 COM- PLIANT): 10/100/1000 INTEGRATED ETHERNET ADAPTER UTP W/WAKEUP ON LAN SUPPORT				
	6) WIRED FOR MANAGEMENT (WFM): 2.0 COMPLIANT				
	7) DMI: 2.0 COMPLIANT				
	8) SLOTS: 2 FULL HEIGHT PCI SLOTS, INTEGRATED NIC.				
	9) PORTS: 1 PARALLEL, 1 SERIAL, 1 MOUSE, 1 KEYBOARD, 4 USB (2.0) CONNECTORS (2 FRONT, 2 BACK)				
	10) AUDIO: INTEGRATED AC '97 AUDIO OR COMPATIBLE AUDIO, INTERNAL SPEAKERS.				
	11) GRAPHICS CONTROLLER: AGP 4X WITH 64MB SGRAM OR SDRAM STANDARD OR INTEGRATED INTEL EXTREME GRAPHICS 2				
	12) DISKETTE DRIVE: 3-1/2" 1.44MB FLOP- PY DRIVE				
	13) VIDEO RESOLUTION: MAX VIDEO RESOLU- TION 1280X1024X16.7M AT >=.85HZ REFRESH RATE				
	14) POINTING DEVICE: INCLUDES: 2 BUTTON SCROLL MOUSE				
	15) KEYBOARD: STANDARD				
	16) CHASSIS STYLE: DESKTOP CONFIG.				
	17) OPERATING SYSTEM: WINDOWS XP PRO SPI OR LATER				
	18) WARRANTY TERMS: 3-YEAR PARTS AND LABOR ON SITE				
	VENDOR: DELL MARKETING L P				
	CONTRACT NO: 4012142				
	BRAND: DELL				
	MODEL: OPTIPLEX GX280				

00002	COMMODITY CODE: 7377-372-0400 COMPUTER, DESKTOP, 3.0 GHZ, PENTIUM 4 ***** DEVELOPER SYSTEM *****	1884.000	EACH	N/A	\$ 697.00000
	IF DESIRING TOWER CASE - SEE LINE NUMBER 00046.**				
	1) PROCESSOR: INTEL PENT. 4 - 3.0 GHZ				
	2) MEMORY: 1GB, NON-EDD (400MHZ - DDR2 2 X 512) MEMORY EXPANDABLE TO 2GB				
	3) HARD DRIVE: 80GB SATA, 7200 RPM				
	4) CD-ROM: 48X/24X/48X CD-RW/DVD-ROM COMBO DRIVE (IDE/ATAPI)				
	5) NETWORK INTERFACE CARD (DMI 2.0 COM- PLIANT): 10/100 ETHERNET ADAPTER UTP W/WAKEUP ON LAN SUPPORT				
	6) WIRED FOR MANAGEMENT (WFM): 2.0 COMPLIANT				

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T1915
PAGE NO.: 00006

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00002	CONTINUED..... 7) DMI: 2.0 COMPLIANT 8) SLOTS: 2 FULL HEIGHT/FULL LENGTH PCI SLOTS, NIC INTEGRATED. 9) PORTS: 1 PARALLEL, 1 SERIAL, 1 MOUSE, 1 KEYBOARD, 4 USB (2.0) CONNECTORS (2 FRONT, 2 BACK) 10) DRIVE BAYS: 2 FREE DRIVE BAYS (1 INTERNAL AND 1 EXTERNAL) 11) AUDIO: INTEGRATED AC '97 AUDIO OR COMPATIBLE AUDIO WITH INTERNAL SPEAKERS. 12) GRAPHICS CONTROLLER: AGP 4X WITH 64MB SGRAM OR SDRAM STANDARD OR INTEGRATED INTEL EXTREME GRAPHICS 2 13) DISKETTE DRIVE: 3-1/2" 1.44MB FLOP- PY DRIVE 14) VIDEO RESOLUTION: MAX VIDEO RESOLU- TION 1280X1024X16.7M AT >= 85HZ REFRESH RATE 15) POINTING DEVICE: INCLUDES: 2 BUTTON SCROLL MOUSE 16) KEYBOARD: STANDARD 17) CHASSIS STYLE: DESKTOP CONFIG. 18) OPERATING SYSTEM: WINDOWS XP PRO SP1 OR LATER 19) WARRANTY TERMS: 3-YEAR PARTS AND LABOR ON SITE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: OPTIPLEX GX280				
00003	COMMODITY CODE: 7377-372-0302 MONITOR BUSINESS, 17" 1) DISPLAY SIZE: 17" SVGA MULTISYNC COLOR 2) DOT PITCH: 0.24MM DOT PITCH (TRIO OR APERTURE GRILLE) 3) VIEWABLE IMAGE SIZE: 15.9 INCH DIAGONAL 4) MAXIMUM RESOLUTION: SUPPORTS 1280X 768 5) REFRESH AT MAXIMUM: 75HZ 6) STANDARD: MPR II OR THE MORE RE- STRICTIVE TCO STANDARD 7) CONTROLS: ON SCREEN CONTROLS 8) PLUG AND PLAY COMPATIBLE ENERGY STAR COMPLIANT ANTI GLARE SCREEN VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: M783	4000.000	EACH	N/A	\$ 125.00000
00004	COMMODITY CODE: 7377-372-0304 MONITOR, BUSINESS, 19" 1) DISPLAY SIZE: 19" SVGA MULTISYNC COLOR 2) DOT PITCH: 0.26MM DOT PITCH (TRIO OR APERTURE GRILLE) 3) VIEWABLE IMAGE SIZE: 17.9 INCH DIAGONAL 4) MAXIMUM RESOLUTION: SUPPORTS 1280X 1024 5) REFRESH AT MAXIMUM: 85HZ 6) STANDARD: MPR II OR THE MORE RE- STRICTIVE TCO STANDARD	500.000	EACH	N/A	\$ 185.00000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T1915
PAGE NO.: 00007

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00004	CONTINUED..... 7) CONTROLS: ON SCREEN CONTROLS 8) PLUG AND PLAY COMPATIBLE ENERGY STAR COMPLIANT ANTI GLARE SCREEN VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: M993				
00005	COMMODITY CODE: 7377-372-0306 MONITOR, BUSINESS, 22" 1) DISPLAY SIZE: 22" SVGA MULTISYNC COLOR 2) DOT PITCH: 0.24MM DOT PITCH (TRIO OR APERTURE GRILLE) 3) VIEWABLE IMAGE SIZE: 20.3 INCH DIAGONAL 4) MAXIMUM RESOLUTION: SUPPORTS 1600X 1200 5) REFRESH AT MAXIMUM: 85HZ 6) STANDARD: MPR II OR THE MORE RE- STRICTIVE TCO STANDARD 7) CONTROLS: ON SCREEN CONTROLS 8) PLUG AND PLAY COMPATIBLE ENERGY STAR COMPLIANT ANTI GLARE SCREEN VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: P1230	200.000	EACH	N/A	\$ 525.00000
00006	COMMODITY CODE: 7377-372-0308 MONITOR, LCD BUSINESS, 17" 1) DISPLAY SIZE: 17" ACTIVE MATRIX TFT WITH 17" VIEWING AREA DIAGONAL 2) MAX. RESOLUTION: 1280X1024 3) PIXEL PITCH: 0.264MM 4) HORIZONTAL VIEWING ANGLE: 140 DEGREES 5) VERTICAL VIEWING ANGLE: 120 DEGREES 6) BRIGHTNESS (TYPICAL): 250 NITS 7) CONTRAST RATIO: 350:1 8) COLORS: SUPPORTS 16 MILLION 9) MAX. POWER RATING: LESS THAN 40 WATTS 10) POWER CONSUMPTION IN SLEEP MODE: LESS THAN 5 WATTS 11) VIDEO INPUT: DUAL (VGA AND DVI) 12) CONTROLS: ON SCREEN CONTROLS 13) PLUG AND PLAY COMPATIBLE ENERGY STAR COMPLIANT ANTI-STATIC SCREEN VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 1704FPH	100.000	EACH	N/A	\$ 275.00000
00007	COMMODITY CODE: 7377-372-0310 48X DVD-CD-RW COMBO VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2489	1.000	EACH	N/A	\$ 45.00000
00008	COMMODITY CODE: 7377-372-0312 48X CD-ROM * VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2484 * VENDOR OFFERS PROMPT PAYMENT DISCOUNT	1.000	EACH	N/A	-\$ 27.00000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T1915
PAGE NO.: 00008

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00009	COMMODITY CODE: 7377-372-0314 REPLACE STANDARD MOUSE WITH CORDLESS WHEELMOUSE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: LOGITECH MODEL: 395073	1.000	EACH	N/A	\$ 33.26000
00010	COMMODITY CODE: 7377-372-0316 SURGE PROTECTOR, 6 OUTLET VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: APC MODEL: A0398366	1.000	EACH	N/A	\$ 8.06000
00011	COMMODITY CODE: 7377-372-0318 PCI TOKEN RING CARD VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 MODEL: A0363939	1.000	EACH	N/A	\$ 85.46000
00013	COMMODITY CODE: 7377-372-0322 ADDITIONAL 512MB UPGRADE. VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 311-3679	1.000	EACH	N/A	\$ 108.00000
00015	COMMODITY CODE: 7377-372-0326 ADD CLIENT GOLD TECHNICAL SUPPORT VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 902-4882	1.000	EACH	N/A	\$ 53.10000
00016	COMMODITY CODE: 7377-372-0328 UPGRADE TO SAME-DAY 4-HOUR WARRANTY VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 MODEL: 900-6100/900-6102	1.000	EACH	N/A	\$ 143.10000
00017	COMMODITY CODE: 7377-372-0330 CUSTOM HARD DRIVE IMAGE (MINIMUM 50 UNITS) VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 MODEL: 366-1227/365-0257	1.000	EACH	N/A	\$ 54.00000
00018	COMMODITY CODE: 7377-372-0332 128, GEFORCEFX5200, VGA/DVI, DUAL MONITOR VIDEO CARD VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 320-4037	1.000	EACH	N/A	\$ 125.10000
00019	COMMODITY CODE: 7377-372-0334 UPGRADE TO 16X DVD+/-RW DRIVE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-3017	1.000	EACH	N/A	\$ 117.00000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T1915
PAGE NO.: 00009

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00020	COMMODITY CODE: 7377-372-0336 64MB USB MEMORY KEY VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 311-4176	1.000	EACH	N/A	\$ 26.10000
00021	COMMODITY CODE: 7377-372-0338 128MB USB MEMORY KEY VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 311-4178	1.000	EACH	N/A	\$ 44.96000
00022	COMMODITY CODE: 7377-372-0340 DELL A215 SPEAKERS VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2316	1.000	EACH	N/A	\$ 26.10000
00023	COMMODITY CODE: 7377-372-0342 DW1450 WIRELESS NTKW ADAPT, USB 2.0, DESKTOP VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 430-1184	1.000	EACH	N/A	\$ 62.10000
00024	COMMODITY CODE: 7377-372-0350 USING THE OMOD SCREEN FOR THIS ORDER, LIST ANY ADDITIONAL ACCESSORY WHICH IS NOT SPECIFIED ABOVE BUT IS DESIRED TO BE PURCHASED WITH THIS COMPUTER ORDER. STATE THE BRAND/MODEL/CATALOG NUMBER AND LIST THE PRICE THAT HAS BEEN PRO- POSED TO THE AGENCY BY THE CURRENT CONTRACT HOLDER: NOTE: THIS CONTRACT LINE ITEM CAN BE REPEATED ON THE CONTRACT RELEASE ORDER (CRO) FOR AS MANY ITEMS AS NECESSARY. VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142	1.000	EACH	N/A	\$ 1.00000
00025	COMMODITY CODE: 7377-372-0313 16X DVD AND 48X CD-RW VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2495	1.000	EACH	N/A	\$ 70.00000
00045	COMMODITY CODE: 7377-372-0301 COMPUTER, TOWER CASE, 2.8 GHZ, PENT. 4 **IF DESIRING DESKTOP CASE - SEE LINE NUMBER 00001.** 1) PROCESSOR: INTEL PENT. 4 - 2.8 GHZ 2) MEMORY: 512MB NON-ECC, (400MHZ - DDR2 2 X 256) (MEMORY TO BE IN- STALLED AS 2 DIMMS WITH 1 MEMORY SLOT OPEN) 3) HARD DRIVE: 40GB SATA 7200 RPM	1.000	EACH	N/A	\$ 500.00000

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00045	CONTINUED.....				
4)	CD-ROM: 48X CD-RW (INTERNAL IDE/ATAPI)				
5)	NETWORK INTERFACE CARD (DMI 2.0 COMPLIANT): 10/100/1000 INTEGRATED ETHERNET ADAPTER UTP W/WAKEUP ON LAN SUPPORT				
6)	WIRED FOR MANAGEMENT (WFM): 2.0 COMPLIANT				
7)	DMI: 2.0 COMPLIANT				
8)	SLOTS: 2 FULL HEIGHT PCI SLOTS, INTEGRATED NIC.				
9)	PORTS: 1 PARALLEL, 1 SERIAL, 1 MOUSE, 1 KEYBOARD, 4 USB (2.0) CONNECTORS (2 FRONT, 2 BACK)				
10)	AUDIO: INTEGRATED AC '97 AUDIO OR COMPATIBLE AUDIO, INTERNAL SPEAKERS.				
11)	GRAPHICS CONTROLLER: AGP 4X WITH 64MB SGRAM OR SDRAM STANDARD OR INTEGRATED INTEL EXTREME GRAPHICS 2				
12)	DISKETTE DRIVE: 3-1/2" 1.44MB FLOPPY DRIVE				
13)	VIDEO RESOLUTION: MAX VIDEO RESOLUTION 1280X1024X16.7M AT >= 85HZ REFRESH RATE				
14)	POINTING DEVICE: INCLUDES: 2 BUTTON SCROLL MOUSE				
15)	KEYBOARD: STANDARD				
16)	CHASSIS STYLE: TOWER CONFIGURATION				
17)	OPERATING SYSTEM: WINDOWS XP PRO SP1 OR LATER				
18)	WARRANTY TERMS: 3-YEAR PARTS AND LABOR WITH FIRST YEAR ON SITE				

VENDOR: DELL MARKETING L P

CONTRACT NO: 4012142

BRAND: DELL

MODEL: OPTIPLEX GX280

00046	COMMODITY CODE: 7377-372-0401 COMPUTER, TOWER CASE, 3.0 GHZ, PENT. 4 ***** DEVELOPER SYSTEM *****	1.000	EACH	N/A	\$	697.00000
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IF DESIRING DESKTOP CASE - SEE LINE NUMBER 00002.

- 1) PROCESSOR: INTEL PENT. 4 - 3.0 GHZ
- 2) MEMORY: 1GB, NON-EDD (400MHZ - DDR2 2 X 512) MEMORY EXPANDABLE TO 2GB
- 3) HARD DRIVE: 80 GB ULTRA ATA/100 7200RPM
- 4) CD-ROM: 48X/24X/48X CD-RW/DVD-ROM COMBO DRIVE (IDE/ATAPI)
- 5) NETWORK INTERFACE CARD (DMI 2.0 COMPLIANT): 10/100/1000 INTEGRATED ETHERNET ADAPTER UTP W/WAKEUP ON LAN SUPPORT
- 6) WIRED FOR MANAGEMENT (WFM): 2.0 COMPLIANT
- 7) DMI: 2.0 COMPLIANT
- 8) SLOTS: 2 FULL HEIGHT/FULL LENGTH PCI SLOTS, INTEGRATED NIC.
- 9) PORTS: 1 PARALLEL, 1 SERIAL, 1 MOUSE, 1 KEYBOARD, 4 USB (2.0) CONNECTORS (2 FRONT, 2 BACK)
- 10) DRIVE BAYS: 2 FREE DRIVE BAYS (1 INTERNAL AND 1 EXTERNAL)
- 11) AUDIO: INTEGRATED AC '97 AUDIO OR

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T1915
PAGE NO.: 00011

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00046	CONTINUED..... COMPATIBLE AUDIO WITH INTERNAL SPEAKERS. 12) GRAPHICS CONTROLLER: AGP 4X WITH 64MB SGRAM OR SDRAM STANDARD OR INTEGRATED INTEL EXTREME GRAPHICS 2 13) DISKETTE DRIVE: 3-1/2" 1.44MB FLOP- PY DRIVE 14) VIDEO RESOLUTION: MAX VIDEO RESOLU- TION 1280X1024X16.7M AT >= 85HZ REFRESH RATE 15) POINTING DEVICE: INCLUDES: 2 BUTTON SCROLL MOUSE 16) KEYBOARD: STANDARD 17) CHASSIS STYLE: TOWER CONFIGURATION 18) OPERATING SYSTEM: WINDOWS XP PRO SPI OR LATER 19) WARRANTY TERMS: 3-YEAR PARTS AND LABOR WITH FIRST YEAR ON SITE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: OPTIPLEX GX280				
00047	COMMODITY CODE: 7377-372-9000 FOR OVERALL DECREASE/INCREASE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL	1.000	LOT	N/A	\$ 1.00000
00048	COMMODITY CODE: 7377-372-0344 MODEM, DATA/FAX V.92, PCI, FULL HEIGHT. VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL MODEL: 313-2463	1.000	EACH	N/A	\$ 26.10000
00998	COMMODITY CODE: 7377-372-0998 THIS IS A NO CHARGE LINE ITEM. VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142 BRAND: DELL	1.000	LOT	N/A	N/C
00999	COMMODITY CODE: 7377-372-9999 DECREASE TO TOTAL OBLIGATION * VENDOR: DELL MARKETING L P : CONTRACT NO: 4012142	1.000	LOT	N/A	-\$ 1.00000
00026	COMMODITY CODE: 7377-371-0900 LAPTOP, LIGHTWEIGHT, PENT. 4, 1.6 GHZ 1) PROCESSOR: PENTIUM M 1.6 GHZ 2) MEMORY: 512MB PC2700 DDR2 SDRAM EXPANDABLE TO 1024MB 3) HARD DRIVE: 40.0 GB 4) CD-ROM: INTERNAL DVD-CD/RW DRIVE (CAN BE SWAPPABLE) 5) MODEM: 56K V.90 (OR V.92) DATA/FAX MODEM 6) PORTS: 1-PARALLEL, 1-VIDEO (VGA), 4 USB, S-VIDEO 7) NETWORK ADAPTERS: 3 COM 10/100/1000 INTEGRATED ETHERNET ADAPTER 8) FLOPPY DRIVE: 1.44 MB 3.5" FLOPPY * VENDOR OFFERS PROMPT PAYMENT DISCOUNT	237.000	EACH	N/A	\$ 1,161.00000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T1915
PAGE NO.: 00012

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00026	CONTINUED..... DISK DRIVE (CAN BE SWAPPABLE OR USB CONNECTED) 9) DISPLAY: 14.1" (DIAG.) TFT XGA ACTIVE MATRIX COLOR SCREEN 10) POINTING DEVICE: INTEGRATED 11) PCMCIA SLOTS: 2 TYPE II OR 1 TYPE III (OR 1 TYPE II SLOT IF NIC IS INTEGRATED) 12) VIDEO: INTERNAL AND EXTERNAL SUP- PORT FOR 1024X768 13) GRAPHICS: 4X AGP VIDEO WITH 128MB RAM-SHARED 14) BATTERY: LITHIUM ION BATTERY WITH AC ADAPTER 15) SOUND: BUILT IN SOUND BLASTER COM- PATIBLE SOUND (OR AC97 COMPLIANT) AND SPEAKERS, MICROPHONE-IN-JACK; HEADPHONES/SPEAKERS JACK 16) SECURITY: LOCK SLOT 17) OPERATING SYSTEM: WINDOWS XP PRO SR1 OR LATER 18) PORT REPLICATOR: MUST BE AVAILABLE AS AN OPTION 19) DOCKING BAY: MUST BE AVAILABLE AS AN OPTION 20) CARRYING CASE: STANDARD THAT FITS THE LAPTOP WHICH IS BID 21) WARRANTY TERMS: 3 YEARS PARTS AND LABOR/1 YEAR BATTERY AS CONFIGURED, MUST WEIGH LESS THAN OR EQUAL TO 5 POUNDS VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL				
	MODEL: LATITUDE D610				
00027	COMMODITY CODE: 7377-371-0820 24X CDRW/DVD COMBO VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL	1.000	EACH	N/A	\$ 89.10000
	MODEL: 313-2115				
00029	COMMODITY CODE: 7377-371-0824 DOCKING STATION VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL	1.000	EACH	N/A	\$ 296.10000
	MODEL: 310-2853				
00030	COMMODITY CODE: 7377-371-0826 PORT REPLICATOR VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL	1.000	EACH	N/A	\$ 179.10000
	MODEL: 310-2854				
00031	COMMODITY CODE: 7377-371-0828 CORDLESS WHEELMOUSE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: LOGITECH	1.000	EACH	N/A	\$ 33.26000
	MODEL: 395073				
00032	COMMODITY CODE: 7377-371-0830 SURGE PROTECTOR VENDOR: DELL MARKETING L P :	1.000	EACH	N/A	\$ 8.06000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T1915
PAGE NO.: 00013

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00032	CONTINUED..... CONTRACT NO: 4012143 BRAND: TARGUS MODEL: A0398366				
00033	COMMODITY CODE: 7377-371-0832 UNIVERSAL NOTEBOOK CASE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: TARGUS AIR MODEL: A0443094	1.000	EACH	N/A	\$ 85.46000
00034	COMMODITY CODE: 7377-371-0834 TOKEN RING PCMCIA CARD VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 MODEL: 120874	1.000	EACH	N/A	\$ 152.24000
00035	COMMODITY CODE: 7377-371-0836 AUTO/AIR POWER ADAPTER VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 MODEL: A0098237	1.000	EACH	N/A	\$ 62.06000
00036	COMMODITY CODE: 7377-371-0838 USB OPTICAL MOUSE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: LOGITECH MODEL: 310-8574	1.000	EACH	N/A	\$ 18.00000
00037	COMMODITY CODE: 7377-371-0840 UPGRADE TO 1GB VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 MODEL: 311-3783	1.000	EACH	N/A	\$ 180.00000
00038	COMMODITY CODE: 7377-371-0842 EXTRA 6 CELL PRIMARY BATTERY VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 MODEL: 310-0192	1.000	EACH	N/A	\$ 71.10000
00040	COMMODITY CODE: 7377-371-0846 ADD CLIENT GOLD TECHNICAL SUPPORT VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL MODEL: 902-4862	1.000	EACH	N/A	\$ 62.10000
00041	COMMODITY CODE: 7377-371-0848 UPGRADE TO COMPLETECARE ACCIDENTAL DAMAGE PROTECTION VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL MODEL: 960-0407	1.000	EACH	N/A	\$ 152.10000
00042	COMMODITY CODE: 7377-371-0850 CUSTOM HARD DRIVE IMAGE (MINIMUM 50 UNITS) VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 MODEL: 366-2226/365-0257	1.000	EACH	N/A	\$ 54.00000

CONTRACT ITEMS/SERVICES
BY LINE ITEM

T NUMBER: T1915
PAGE NO.: 00014

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00043	COMMODITY CODE: 7377-371-0852 8XDVD+/-RW DRIVE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL MODEL: 313-2972	1.000	EACH	N/A	\$ 179.10000
00044	COMMODITY CODE: 7377-371-0350 USING THE OMOD SCREEN FOR THIS ORDER, LIST ANY ADDITIONAL ACCESSORY WHICH IS NOT SPECIFIED ABOVE BUT IS DESIRED TO BE PURCHASED WITH THIS COMPUTER ORDER. STATE THE BRAND/MODEL/CATALOG NUMBER AND LIST THE PRICE THAT HAS BEEN PRO- POSED TO THE AGENCY BY THE CURRENT CONTRACT HOLDER: NOTE: THIS CONTRACT LINE ITEM CAN BE REPEATED ON THE CONTRACT RELEASE ORDER (CRO) FOR AS MANY ITEMS AS NECESSARY. VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143	1.000	EACH	N/A	\$ 1.00000
00048	COMMODITY CODE: 7377-373-9000 FOR OVERALL DECREASE/INCREASE VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL	1.000	LOT	N/A	\$ 1.00000
00049	COMMODITY CODE: 7377-373-9000 FOR OVERALL DECREASE/INCREASE * VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL	1.000	LOT	N/A	-\$ 1.00000
00050	COMMODITY CODE: 7377-371-0854 WIRELESS CARD, 1450 DUAL BAND WLAN, MINI PCI. VENDOR: DELL MARKETING L P : CONTRACT NO: 4012143 BRAND: DELL MODEL: 430-1191	1.000	EACH	N/A	\$ 44.10000

* VENDOR OFFERS PROMPT PAYMENT DISCOUNT

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Legislative Update Memo

06/01/05

Metro Counties

Metro Members:

The Illinois General Assembly adjourned just before midnight last night. Metro Counties tracked and worked on over 300 bills this session. This memorandum includes summaries of only the bills that passed both Houses. Legislation passed by both chambers must be sent to the Governor within 30 days of passage, and the Governor must act on those bills within 60 days of receiving the legislation. I have also listed below several key bills from this session. The General Assembly is scheduled to return in October 2005 for the Fall Veto Session.

Specific Bills of Importance

SLEP - Senate Bill 1693 – This legislation was ultimately held in the House, but we expect that the proponents will continue to push this legislation and our negotiations will continue as we approach the Fall Veto Session

SLEP – Senate Bill 1871 – Defeated adding two SLEP trustees to IMRF.

IMRF – Senate Bill 307 – Defeated proposal to merge IMRF with the State Employees Pension system.

Protecting County Stormwater Authority (wetlands) – Our broad coalition defeated Senate Bill 761.

Expanding County Stormwater Authority – Senate Bill 1910 passed both chambers adding several Metro members to those counties which are entitled to have county stormwater authority.

Liability for bikes on public roads – House Bill 2390 – Defeated increased liability of local governments.

Medical Malpractice – Senate Bill 475 – Passed comprehensive medical malpractice reform legislation.

Local Government Code Enforcement – Senate Bill 1791 – Defeated limitations on local government code enforcement and inspection authority.

County Clerks Fees – Senate Bills 1443 and 1444 – Increased county clerk of the court fees.

Reduced jury costs – House Bill 174 – Passed legislation allowing 6 person juries.

Truck Weights – House Bill 708 – Defeated increased truck weight legislation.

Transfer county funds - House Bill 832 – Passed increased ability of county boards to transfer funds from 3% to 5% between accounts.

NIPC/CATS Merger – House Bill 3121 – Passed compromise merger legislation.

Dog and Cat licensure – House Bill 315 – Successfully amended to protect county discretionary authority.

BILL: HB 112
TITLE: BIODIESEL FUEL-USE & TAXES
COMMENT: Neutral
HOUSE SPONSOR:

Rep. Sara Feigenholtz-Patrick J Verschoore-Julie Hamos-Dave
Winters-Elaine

SENATE SPONSOR:
(Sen. John J. Cullerton and Kirk W. Dillard)

SUMMARY:
Amends the Illinois Vehicle Code. Provides that, beginning January 1, 2006, all diesel powered vehicles owned or operated by the State, any county or unit of local government, any school district, any community college or public college or university, or any mass transit agency must, when refueling at a bulk central fueling facility, use a blend containing 2 percent biodiesel fuel, where available, unless the engine is designed or retrofitted to operate on a higher percentage of biodiesel. Provides that the provision does not prohibit any unit of government from using a biodiesel blend that contains a higher percentage of biodiesel. Provides that the Secretary of Transportation shall adopt rules for implementing the provision. Effective immediately.

Senate Floor Amendment No. 1
Delays the beginning date from January 1 to July 1, 2006.
Effective immediately.

Senate Floor Amendment No. 2
Provides that the requirement does not apply to vehicles designed or retrofitted to operate on ultra low sulfur fuel. Effective immediately.

STATUS: 5/26/2005 House Passed Both Houses

BILL: HB 174
TITLE: CD OF CIV PRO-JURY
COMMENT: Support
HOUSE SPONSOR:

Rep. JoAnn D. Osmond-Sidney H. Mathias-Chapin Rose-Mark H.
Beaubien, Jr.-Ed

SENATE SPONSOR:
(Sen. Adeline Jay Geo-Karis, William R. Haine-William E.
Peterson and Pamela J.

SUMMARY:
Amends the Code of Civil Procedure. Provides for a jury of 6 in all jury cases where the claim for damages is \$50,000 or less (instead of cases where the claim does not exceed \$15,000) unless either party demands a jury of 12.

STATUS: 5/17/2005 House Passed Both Houses

BILL: HB 324
TITLE: ORGAN DONOR LEAVE ACT
COMMENT: Neutral
HOUSE SPONSOR:

Rep. Robert Rita-Larry McKeon-Linda Chapa LaVia-Donald L. Moffitt-Mike Boland,

SENATE SPONSOR:

(Sen. William R. Haine and Edward D. Maloney-Larry K. Bomke-Mattie Hunter)

SUMMARY:

Creates the Employee Blood Donation Leave Act. Provides that on request, a participating employee of any unit of local government, board of election commissioners, or any private employer in the State who has 50 or more employees may be entitled to blood donation leave with pay of up to one hour to donate blood every 56 days in accordance with appropriate medical standards. Amends the Organ Donor Leave Act. Provides that the donations of blood platelets must be in accordance with appropriate medical standards established by the American Red Cross, America's Blood Centers, the American Association of Blood Banks, or other nationally-recognized standards (now, the American Red Cross or other nationally-recognized standards).

House Amendment No. 2

Provides that the purpose of the Act is to provide time off with pay to allow employees of units of local governments, boards of election commissioners, or private employers in the State of Illinois to donate blood provide time off with pay to allow employees of units of local governments, boards of election commissioners, or private employers in the State of Illinois to donate blood.

STATUS: 5/11/2005 House Passed Both Houses

BILL: HB 330
TITLE: PUBLIC BLDG COMMN-CONTINUATION
COMMENT: Neutral
HOUSE SPONSOR:

Rep. Patrick J Verschoore-Monique D. Davis

SENATE SPONSOR:

(Sen. Mike Jacobs)

SUMMARY:

Amends the Public Building Commission Act. Deletes a provision that requires any county that created a public building commission by resolution adopted by the county board to submit the resolution to the voters of the county. Makes corresponding changes. Provides that the county board of any county that has created a public building commission for a limited and specific purpose may expand that purpose by resolution.

House Amendment No. 1

Deletes provisions that eliminated a requirement that any county that created a public building commission by resolution adopted by the county board must submit the resolution to the voters of the county.

House Amendment No. 2

Provides that the county board of any county that has created a public building commission for a limited and specific purpose may expand that purpose only if the county board submits the question to the electors of the county at a regular election and it is approved by a majority of the electors voting on the question (now, under the bill the purpose may be expanded by resolution).

STATUS: 5/17/2005 House Passed Both Houses

BILL: HB 593
TITLE: SERVICE MEMBER EMPLOYMT TENURE
COMMENT: Neutral
HOUSE SPONSOR:

Rep. Donald L. Moffitt-William B. Black-Mike Bost-Linda Chapa
LaVia-Jim Watson,

SENATE SPONSOR:
(Sen. John M. Sullivan-Dale E. Risinger, Debbie DeFrancesco
Halvorson, Deanna

SUMMARY:
Amends the Military Code of Illinois and the Service Member's Employment Tenure Act. In the Service Member's Employment Tenure Act, provides that if an employer has given an individual a date upon which that individual is to commence performing services for the employer but the individual is called to active military duty before the date on which the individual's services were to have commenced, then the employer, upon request made by the individual, shall provide the individual with a written copy of the employment offer. Sets forth the minimum contents of the written copy of the employment offer. Provides that if an individual, upon honorable discharge from the military or satisfactory completion of his or her military service, is still qualified to perform the duties of the position for which he or she was first offered employment, and if the individual makes application with the employer within 90 days after he or she is relieved from military service, then the individual shall be given preference for employment with that employer. Provides that if circumstances have so changed as to make it impossible or unreasonable for the employer to employ the individual immediately, the individual shall remain eligible to begin such employment for a period of up to one year after the date the individual first notified the employer of his or her desire to perform such services. Provides that these provisions (i) do not apply if the original offer of work was limited to part-time employment, temporary employment, or casual labor and (ii) do not require an employer to hold a job position open, violate any employment law, collectively bargained employment recall, or other employment obligation, or create additional employment to satisfy the requirements of these provisions. Requires the Adjutant General to give notice of these provisions to persons who are called to active military duty. Effective immediately.

STATUS: 5/11/2005 House Passed Both Houses

BILL: HB 829
TITLE: PROP TX-INTEREST PAYMENT FUNDS
COMMENT: Support
HOUSE SPONSOR:

Rep. Dan Reitz

SENATE SPONSOR:

(Sen. Mike Jacobs)

SUMMARY:

Amends the Property Tax Code and the Mobile Home Local Services Tax Enforcement Act. Provides that any moneys accumulated in the special fund for the payment of interest by the county treasurer in excess of \$100,000 (now, \$500,000) must be paid each year prior to the commencement of the annual tax sale, first to satisfy any existing unpaid judgments, and any funds remaining thereafter must be paid to the general fund of the county. Effective immediately.

House Amendment No. 1

In both the Property Tax Code and the Mobile Home Local Services Tax Enforcement Act, provides that any moneys accumulated in the special fund for the payment of interest by the county treasurer in excess of (i) \$100,000 in counties with 250,000 or less inhabitants or (ii) \$500,000 in counties with more than 250,000 inhabitants (instead of \$100,000 for all counties) must be paid each year prior to the commencement of the annual tax sale, first to satisfy any existing unpaid judgments, and any funds remaining thereafter must be paid to the general fund of the county.

STATUS: 5/18/2005 House Passed Both Houses

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BILL: HB 832

TITLE: CNTY CD-BUDGET

COMMENT: Support

HOUSE SPONSOR:

Rep. David R. Leitch-Michael K. Smith-Frank J. Mautino-Donald L. Moffitt-Aaron

SENATE SPONSOR:

(Sen. Dale E. Risinger and Pamela J. Althoff)

SUMMARY:

Amends the Counties Code. Provides that, in its annual budget, a county may appropriate an amount not to exceed 5% (now, 3%) of the amount appropriated to the county's general corporate or operating fund, for the purpose of making specified capital improvements, repairs, or replacements with respect to real property or equipment or other tangible personal property of the county. Effective immediately.

STATUS: 5/31/2005 House Passed Both Houses

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BILL: HB 920

TITLE: COUNTY JAIL-MEDICAL EXPENSES

COMMENT: Support

HOUSE SPONSOR:

Rep. Richard P. Myers and Naomi D. Jakobsson

SENATE SPONSOR:

(Sen. Don Harmon)

SUMMARY:

Amends the County Jail Act. Provides that the costs of medical or hospital services of a prisoner held in a county jail who has been

determined to be eligible for medical assistance under the Illinois Public Aid Code at the time the person is initially detained pending trial shall be reimbursed by the Department of Public Aid to the extent those costs exceed \$500 (rather than \$2,500).

House Amendment No. 1

Further amends the County Jail Act. Provides that moneys in the Arrestee's Medical Costs Fund to be used for reimbursement of costs for medical expenses relating to the arrestee may be used only for medical expenses while the arrestee is in the custody of the sheriff. Effective immediately.

STATUS: 5/18/2005 House Passed Both Houses

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BILL: HB 1427
TITLE: PROP TX-BOOKS & RECORDS
COMMENT: Oppose
HOUSE SPONSOR:

Rep. Bob Biggins

SENATE SPONSOR:
(Sen. Terry Link)

SUMMARY:
Amends the Property Tax Code. In a provision allowing the county board to submit a bill to the township board of trustees for the reasonable costs incurred by the supervisor of assessments in completing certain assessments, provides that the moneys collected from the billing may be used by the supervisor of assessments only for the purpose of recouping costs incurred in completing the assessments. Effective immediately.

STATUS: 5/27/2005 House Passed Both Houses

BILL: HB 2689
TITLE: UNCLAIMED HUMAN REMAINS BURIAL
COMMENT: Oppose Requires County Treasurers to hold safety deposit box
HOUSE SPONSOR:

Rep. Dan Brady

SENATE SPONSOR:
(Sen. Dan Rutherford)

SUMMARY:
Amends the Uniform Disposition of Unclaimed Property Act. Provides that the State Treasurer shall deliver any unclaimed human remains to the coroner of the county in which the human remains were abandoned. The only human remains that may be delivered to and received by the Treasurer are those that are reported and delivered as contents of a safe deposit box. Amends the Counties Code. Provides that the coroner shall deliver the remains to the family of the deceased or, if none, then to the friends of the deceased. If that is not possible, the coroner shall arrange for a decent burial in the same manner as is done under current law. Effective immediately.

STATUS: 5/16/2005 House Passed Both Houses

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BILL: HB 3843
TITLE: AIRPORT AUTHORITY BD APPTS
COMMENT: Support, McLean County initiative
HOUSE SPONSOR:

Rep. Dan Brady

SENATE SPONSOR:
(Sen. Terry Link)

SUMMARY:

Amends the Airport Authorities Act. Provides, with respect to the appointment of boards of commissioners for airport authorities, that if an authority has 2 or more municipalities each with a population of 5,000 or more within the authority, then each municipality shall appoint one commissioner and the county board president in the county in which the airport authority is located shall appoint, with the advice and consent of the county board, 3 (now, 2) commissioners at large (now, one commissioner is appointed from areas outside of the municipalities that each have a population of 5,000 or more). Deletes a requirement that a commissioner representing the area within an authority that is located outside of municipalities of that size shall reside within the area.

STATUS: 5/16/2005 House Passed Both Houses

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BILL: SB 75
TITLE: RENTAL HOUSING SUPPORT PROGRAM
COMMENT: Neutral
SENATE SPONSOR:

Sen. Iris Y. Martinez-Jacqueline Y. Collins-Mattie Hunter-Christine Radogno,

SUMMARY:

Creates the Rental Housing Support Program Act. Provides for grants from the Illinois Housing Development Authority to local administering agencies to provide subsidies for landlords to charge rent affordable for low-income tenants. Also provides for grants from the Illinois Housing Development Authority to developers of affordable rental housing. Sets forth criteria for the awarding of grants. Requires the Authority to establish an operating reserve for the program. Amends the State Finance Act to create the Rental Housing Support Program Fund, a special fund in the State treasury. Amends the Counties Code. Provides that the county recorder shall collect a \$10 surcharge for the recordation of any real estate-related document, one dollar of which shall be deposited into the county's general revenue fund and \$9 of which shall be deposited into the Rental Housing Support Program Fund. Sets forth the conditions upon which and purposes for which expenditures may be made from the Accounts. Effective July 1, 2005.

Senate Committee Amendment No. 3

Provides that up to 20% of the funds allocated for rural areas may be awarded to one administering agency for distribution throughout the rural areas in the State. Amends the Counties Code. Provides that one dollar of the Rental Housing Support Program surcharge shall be deposited into the county's general revenue fund and fifty cents of that amount shall be used to administer the surcharge and pay any other lawful expenses of the recorder. Provides that the county shall not

offset or reduce any appropriation to the recorder because of the surcharge funds received. Provides that units of local government and school districts shall not pay the surcharge. Effective July 1, 2005.

Senate Floor Amendment No. 4

Provides that the recorder may not collect the Rental Housing Support Program State surcharge from any State agency.

STATUS: 5/4/2005 Senate Passed Both Houses

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BILL: SB 226
TITLE: OPEN MEETINGS-WEB POSTINGS
COMMENT: Neutral as amended
SENATE SPONSOR:
Sen. John J. Cullerton

SUMMARY:
Amends the Open Meetings Act. With respect to a public body that has a website maintained by the public body's full-time staff, requires that the public body post on the website (i) notice of any agenda of a regular meeting of the public body's governing body, (ii) notice of all meetings of the governing body, and (iii) beginning July 1, 2006, minutes of regular meetings of the governing body open to the public. Specifies how long the postings must remain on the website. Provides that failure to post on the website does not invalidate meetings or actions of the governing body. Makes other changes.

STATUS: 5/5/2005 Senate Passed Both Houses

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BILL: SB 489
TITLE: LOCAL GOV-SWEARING IN TIME
COMMENT: Support
SENATE SPONSOR:
Sen. Carole Pankau and Steven J. Rauschenberger

SUMMARY:
Amends the Counties Code. Provides that the term of a county board chairperson begins on the first (now, third) Monday of the month following the election of county board members. Amends the Illinois Highway Code. Provides that the term of a highway commissioner begins on the third (now, first) Monday in May.

STATUS: 5/5/2005 Senate Passed Both Houses

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BILL: SB 1443
TITLE: CLERKS OF COURTS-FEES
COMMENT: Support
SENATE SPONSOR:
Sen. Ira I. Silverstein-Donne E. Trotter

SUMMARY:
Amends the Clerks of Courts Act. Raises the court automation fee maximum to \$15 (from \$5).

STATUS: 5/18/2005 Senate Passed Both Houses

BILL: SB 1444
TITLE: CLERKS OF COURTS-FEES
COMMENT: Support
SENATE SPONSOR:
Sen. Ira I. Silverstein

SUMMARY:
Amends the Clerks of Courts Act. Raises the maximum document fee to \$15 (from \$5).

Senate Floor Amendment No. 2

Removes language excepting the court document fee from applying to any petty offense moving violation written by a municipal police department in counties having a population of more than 650,000 but less than 3,000,00 inhabitants whether written under the Illinois Vehicle Code or under any municipal ordinance.

STATUS: 5/18/2005 Senate Passed Both Houses

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**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Coroner's Office 0031**

WHEREAS, the McLean County Board, on November 16, 2004, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

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

WHEREAS, the Coroner's Office has received a donation of \$1,000.00 from the McLean County Funeral Directors Association to be spent for the betterment of the Coroner's Office without restriction; and,

WHEREAS, the Justice Committee, at its meeting on Monday, June 6, 2005, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of said donation for medical and nursing equipment for the Coroner's Office; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

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

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Donations			
0001-0031-0038-0410.0013	\$ 0.00	\$ 1,000.00	\$ 1,000.00

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

Medical/Nursing Supplies			
0001-0031-0038-0622.0001	\$ 0.00	\$ 1,000.00	\$ 1,000.00

(2)

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

ADOPTED by the County Board of McLean County this 21st day of June, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

e:john/cobd/ea_coroner_donation.jun05

**INTERGOVERNMENTAL AGREEMENT BY AND
BETWEEN THE COUNTY OF McLEAN,
THE McLEAN COUNTY SHERIFF AND THE
BLOOMINGTON-NORMAL AIRPORT AUTHORITY**

THIS AGREEMENT, made this ____ day of June, 2005 by and between the County of McLean, (the "County"), the McLean County Sheriff, (the "Sheriff"), and the Bloomington-Normal Airport Authority ("the Airport").

WHEREAS, the Airport desires to obtain the services of a full-time Sheriff's Deputy to provide general security for its Central Illinois Regional Airport, in addition to the part-time Sheriff's Deputy currently provided by the Sheriff pursuant to an "Agreement for Police Services" which became effective February 25, 2005 through August 25, 2005; and

WHEREAS, the Sheriff and the County deem it to be in the best interest of the citizens of McLean County that a full-time Sheriff's Deputy be stationed at the Central Illinois Regional Airport for general security purposes; and

WHEREAS, the Airport desires to defray the Sheriff's costs of providing such full-time Sheriff's Deputy through funds provided by the Federal Transportation Security Administration; now, therefore,

IT IS AGREED by the parties as follows:

1. That the Sheriff shall provide the Airport with the services of a full-time Sheriff's Deputy to provide general security at the Central Illinois Regional Airport for eight (8) hours per day or for forty (40) hours per week based upon a schedule to be mutually agreed upon by the Sheriff and the Airport. Additional days and hours shall also be subject to mutual agreement.
2. That the Airport acknowledges that such full-time Sheriff's Deputy shall be considered on duty and subject to the direction and control of the Sheriff.
3. That the Airport agrees to reimburse the County an amount equivalent to the salary, benefits and related personnel costs for one (1) full-time Sheriff's Deputy from funds provided to the Airport by the Federal

Transportation Security Administration (the "TSA") so long as such reimbursement does not exceed \$31.04 per hour for sixteen (16) hours a day for seven (7) days per week.

4. That so long as TSA funds are used for such reimbursement, workers' compensation and liability coverage will be available to the County and the Sheriff subject to the terms of the "Law Enforcement Reimbursement Agreement between the Transportation Security Administration and the Bloomington-Normal Airport Authority" (the "TSA Agreement").¹
5. That the parties acknowledge that on occasion, a Sheriff's Deputy may be unable to provide service due to a personnel shortage, an emergency situation or exigent circumstances. The Sheriff agrees to notify the Airport in advance, whenever possible, or within a reasonable period of time should such a situation arise and will not bill the Airport for any hours or services that were not provided.
6. That the Airport agrees to indemnify and hold the County and the Sheriff harmless from any and all liability which may arise due to the acts or omissions of the Airport, its officers, agents and/or employees.
7. That the County and the Sheriff agree to indemnify and hold the Airport harmless from any and all liability which may arise due to the acts or omissions of the County, the Sheriff, their officers, agents, and employees.
8. That additional full-time Sheriff's Deputies may be added to the security detail at the Central Illinois Regional Airport by mutual agreement of the parties, subject to the approval of an amendment to this Agreement, adequate personnel availability and adequate funding for reimbursement.
9. The parties agree that this Agreement may be terminated by either party with thirty (30) days written notice to the other party. This Agreement may also be terminated if TSA funding becomes unavailable to the Airport at any time during the effective dates of this

¹ It is expressly agreed by the parties that all references to the "City of Bloomington Police Department" in the TSA Agreement shall now mean the "McLean County Sheriff's Department".

Agreement. The Airport shall be responsible for the full cost of all services rendered, but not reimbursed, if TSA funding is not available.

10. That the effective dates of this Agreement shall be from August 1, 2005 through and including July 31, 2006.

Signed this _____ day of June, 2005.

McLean County Sheriff

Signed this _____ day of June, 2005.

Bloomington-Normal Airport Authority

Signed this _____ day of June, 2005.

Chairman, McLean County Board

Attested this _____ day of June, 2005.

Clerk of the McLean County Board

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2005
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Sheriff's Department 0029**

WHEREAS, the McLean County Board, on November 16, 2004, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2005 Fiscal Year beginning January 1, 2005 and ending December 31, 2005; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2005 adopted budget for the Sheriff's Department; and,

WHEREAS, the Sheriff's Department has entered into an agreement with the Central Illinois Regional airport (CIRA) to station a Sheriff's Deputy at CIRA; and,

WHEREAS, the federal Transportation Security Administration (TSA) will reimburse the salary costs to cover the expense of a Sheriff's Deputy; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, June 6, 2005, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of TSA funds for this purpose; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
TSA Reimbursement			
0001-0029-0027-04XX.XXXX	\$ 0.00	\$ 32,282.00	\$ 32,282.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, Sheriff's Department 0029 the following appropriations:

Full-Time Employee Salaries			
0160-0029-0027-0503.0001	\$1,530,973.00	\$ 17,533.00	\$1,548,506.00

(2)

Overtime Pay				
0160-0029-0027-0526.0001	\$	71,250.00	\$ 500.00	\$ 71,750.00
Holiday Pay				
0160-0029-0027-0526.0002	\$	34,500.00	\$ 500.00	\$ 35,000.00
County's IMRF Contribution				
0160-0029-0027-0599.0001	\$	0.00	\$ 1,046.00	\$ 1,046.00
Employee Medical/Life Insurance				
0160-0029-0027-0599.0002	\$	0.00	\$ 1,425.00	\$ 1,425.00
Social Security Contribution (F.I.C.A.)				
0160-0029-0027-0599.0003	\$	0.00	\$ 3,247.00	\$ 3,247.00
Clothing/Employees				
0160-0029-0027-0601.0001	\$	16,000.00	\$ 240.00	\$ 16,240.00
Non-contractual Services				
0160-0029-0027-0773-0001	\$	0.00	\$ 6,291.00	\$ 6,291.00
Purchase of Police Equipment				
0160-0029-0027-0841.0001	\$	1,500.00	\$ 1,500.00	\$ 3,000.00
TOTAL	\$		\$ 32,282.00	

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

ADOPTED by the County Board of McLean County this 21st day of June, 2005.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

ejohn/ea_sher_cira.jun05

PROGRAM TITLE: Law Enforcement & Prosecutor-Based Victim Assistance Services

AGREEMENT NUMBER: 204036

PREVIOUS AGREEMENT NUMBER(S): 202036

ESTIMATED START DATE: July 1, 2005

SOURCES OF PROGRAM FUNDING:

<i>Victims of Crime Act (FY 2004) Funds</i>	\$ 43,500
<i>Matching Funds</i>	\$ 10,875
<i>Over-Matching Funds</i>	\$ 8,351
Total:	\$ 62,726

IMPLEMENTING AGENCY: County of McLean on behalf of the Office of the State's Attorney

ADDRESS: 104 W. Front Street, Room 605
Bloomington, IL 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: Michael Sweeney
TITLE: McLean County Board President
TELEPHONE: 309-888-5110

PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: McLean County Treasurer
TELEPHONE: 309-888-5180

PROGRAM AGENCY: Office of the State's Attorney's Office

ADDRESS: 104 W. Front Street, Room 605
Bloomington, IL 61701

PROGRAM DIRECTOR: William Yoder
TITLE: State's Attorney
TELEPHONE: 309-888-5401
E-MAIL: William.Yoder@mcleancountyll.gov

FISCAL CONTACT PERSON: William Yoder
AGENCY: McLean County State's Attorney's Office
TITLE: State's Attorney
TELEPHONE: 309-888-5401
FAX: 309-888-5429
E-MAIL: William.Yoder@mcleancountyll.gov

PROGRAM CONTACT PERSON: Margie Meegan-Jordan
TITLE: Victim/Witness Director
TELEPHONE: 309-888-5415
FAX: 309-888-5429
E-MAIL: Margie.Meegan-Jordan@mcleancountyll.gov

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 County of McLean on behalf of the McLean County State's Attorney's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Room 605, Bloomington, Illinois 61701, for implementation of the Law Enforcement & Prosecutor-Based Victim Assistance 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 Victims of Crime Act of 1984, 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 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, 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:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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 July 1, 2005 through June 30, 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. 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.

- a) In administering the program described in Exhibit A the Implementing Agency agrees that it:
 - i) Is a nonprofit organization or public agency that provides services to victims of crime;
 - ii) 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 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;

- iii) Utilizes volunteers;
 - iv) Promotes coordinated public and private efforts within the community served to aid crime victims;
 - v) Assists victims in seeking available crime victim compensation benefits;
 - vi) 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;
 - vii) Provides services to victims of federal crimes on the same basis as victims of State and local crimes;
 - viii) Provides services to crime victims, at no charge, through the program described in Exhibit A; and
 - ix) Maintains confidentiality of client-counselor information, as required by State and federal law.
- b) 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.

SECTION 5. PAYMENT

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

The maximum amount of federal funds payable under this agreement is \$43,500 and is dependent on the expenditure of matching funds as described in Section 6 and Exhibit B, and the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

SECTION 6. MATCH

The Implementing Agency certifies that it (a) meets the requirements of Section 4 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 7. OBLIGATIONAL LIMITATION

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

SECTION 8. NON-SUPLANTATION

The Implementing Agency certifies that Federal funds made available under this agreement will not be used to supplant available state and local funds, but will be used to increase the amounts of funds that, in the absence of these Federal and matching funds, would be made available to the Implementing Agency for crime victim assistance services.

SECTION 9. REPORTING 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, 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 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records which document activity reported to the Authority pursuant to Section 9 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.

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

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

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

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

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

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

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

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

SECTION 12. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 13. 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 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 General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

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

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

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

SECTION 15. 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 16. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE

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 shall assist the Authority and Office for 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 notify the Authority and consult with the Illinois Historic Preservation Agency. The Implementing Agency shall amend the proposed renovation work to avoid any potential adverse impact to an historic structure, as determined as a result of the consultation. 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 and OVC.

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 being exempt from the NHPA.

SECTION 17. 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 19 and 25 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.
- 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 18. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The following requirements apply to for-profit entities, and state, county or other local units of government: If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of 3 percent or more, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Implementing Agency has 50 or more employees, is receiving more than \$25,000, either through this agreement or in aggregate grant funds in any fiscal year, and has a service population with a minority representation of less than 3 percent, the Implementing Agency agrees to formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If required by this section or Section 19 of this agreement, the Implementing Agency hereby certifies that an equal employment opportunity program will be in effect on or before the effective date of this Agreement. In addition, any 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 as directed by the Authority.

SECTION 19. 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);
- 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);
- Title VI of the Civil Rights Act of 1964, as amended;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

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

SECTION 20. CONFIDENTIALITY OF INFORMATION

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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 21. 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 22. 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 23. 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 24. EXHIBITS

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

SECTION 25. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: the 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); the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

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 26. 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 27. 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. The Implementing Agency understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the federal awarding agency.

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 28. 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 29. 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 30. 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 31. 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 32. 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 # 2004-VA-GX-0046, 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."

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

SECTION 33. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: County of McLean on behalf of the McLean County State's Attorney's Office

Taxpayer Identification Number:

Employer Identification Number 37-6001569

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

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Nonresident Alien |
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Tax Exempt/Hospital/Extended Care Facility |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery Corporation |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Medical Corporation |
| <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Pharmacy (non-corporate) |
| <input type="checkbox"/> Estate or Trust | |

SECTION 34. 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 (2004-VA-GX-0046)
- Grant Award Year: Federal Fiscal Year 2004

SECTION 35. 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.

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

SECTION 36. 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 37. 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 38. CERTIFICATION TO ALLOWABLE SERVICES, ACTIVITIES, AND COSTS

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.

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. A small portion of a VOCA or match funded staff person's time may be used to give presentations to groups provided the primary purpose of the presentation is to inform people about the VOCA funded project and available services. 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 39. EQUIPMENT 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.

SECTION 39.5 SPECIAL CONDITION FOR CONTRACTORS
(Applicable to independent contractors, not employees, of the Implementing Agency)

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

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

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

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

SECTION 40. ACCEPTANCE

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

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority
Date

Michael Sweeney
McLean County Board President
McLean County
Date

Rebecca McNeil
McLean County Board Treasurer
McLean County
Date

William Yoder
McLean County State's Attorney
McLean County
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

**EXHIBIT A:
PROGRAM NARRATIVE**

VICTIMS OF CRIME ACT

Organization Name: McLean County Victim/Witness Service

Organization Address: 104 W. Front Street, Room 605

Bloomington, IL 61701

Type of Implementing Agency (Check one)

Criminal Justice- Government

Law Enforcement

Prosecution

Probation

Other

Private Non-Profit

Please provide the total amounts of funding allocated to victim services based on your agency's budget for the current fiscal year:

Federal (Excluding VOCA) \$ 62,858.00

VOCA Funds \$ 86,999.00

State \$ 24,600

Local \$ 2,081,946

Other \$ 0

Indicate the number of volunteer staff used by your agency (full-time equivalents) and how they are used.

If you do not use volunteers, please check here and complete the volunteer waiver certification included in the continuation packet.

The following information is required (attachments are acceptable)

Federal congressional district 11

Counties served by VOCA program McLean

Cities served by VOCA program Bloomington, Normal, surrounding small towns

State legislators representing these areas Bill Brady, Dan Brady, Jerry Weller

Population of service area 150,000

_____ This proposal makes a special effort to target any **unserved** or **underserved** populations (check if applicable).

If applicable, please indicate all unserved or underserved populations being targeted:

- | | |
|-----------------------------|----------------------------|
| _____ African American | _____ Mentally Disabled |
| _____ Hispanic | _____ Physically Disabled |
| _____ Rural | _____ Underserved Urban |
| _____ Elderly | _____ Children |
| _____ Other (specify) _____ | _____ Non-English Speaking |

Identify the victim(s) to be served through this VOCA-funded program and the amount of **federal** funds allocated accordingly

\$ 43,500 All Victims of Crime

- | | |
|--|-------------------------------|
| \$ _____ Survivors of Homicide Victims | \$ _____ Child Physical Abuse |
| \$ _____ Adult Sexual Abuse | \$ _____ Child Sexual Abuse |
| \$ _____ Domestic Violence | \$ _____ Robbery |
| \$ _____ Elder Abuse | \$ _____ Other Violent Crimes |
| \$ _____ DUI/DWI Crashes | \$ _____ Other (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 your agency's overall goals and activities, NOT solely the program for which you are seeking VOCA funds.

1. Please provide a *brief* description of your agency.

Criminal prosecution of Felony, Misdemeanor, DUI, Juvenile, and Traffic cases which have occurred in McLean County. Child support enforcement for families residing in McLean County. Civil representation for McLean County Government. Victim Services to Victims of Crime.

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

Criminal prosecution of Felony, Misdemeanor, DUI, Juvenile, and Traffic cases which have occurred in McLean County. Child support enforcement for families residing in McLean County. Civil representation for the McLean County Government.

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. <i>(Do not include managerial and support staff in this count).</i>	12
Number of managerial staff	2
Number of administrative support staff	5

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 (Fed & Match)? 03

Title of Staff Person	*FTE % for VOCA funded program
Victim Advocate - Fulltime	1.00
Victim Advocate - Parttime	.53
Victim Advocate - Parttime	.53

FTE is defined as Full Time Equivalent

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

The VOCA funded program provides client-centered services which include: crisis counseling, in-person and telephone follow up contact, checking on a victim's progress, providing information and referral, court escort, assistance with completing the victim impact statement, assistance with property review and return, assistance in filing compensation claims, follow up contact with the victim compensation unit on behalf of the victim, assisting victims in securing rights and services from other agencies, intervening with employers, creditors, and others on behalf of the victim. We believe that such victim-focused services will cause victims to report more positive regard for the criminal justice system, regardless of the case disposition. Clients will report that prosecution services assisted in their personal healing process. There will be an increase in client and community confidence in the justice process.

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

Check all that apply	Direct Client Services
X	Crisis Counseling
	Therapy
X	Follow Up Contact
	Support Group Services
X	Information and Referral (In-person)
X	Information and Referral (Telephone Contacts)
X	Criminal Justice Support / Advocacy
X	Emergency Legal Advocacy
	Emergency Financial Assistance
X	Assistance in Filing Compensation Claims
X	Personal Advocacy
	Medical Advocacy
	Crisis Hotline Counseling
X	Case management
	Other (Specify)

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

CHECK ONE:

ALL CRIME VICTIMS

SUB-POPULATION OF CRIME VICTIMS

IF SUB-POPULATION OF CRIME VICTIMS, please identify:

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

Lisa Cote (Victim Advocate)

(employee since 1994: Advocate since August 2003)

Marivel Escatel and Jason Hollenkamp (Victim Liaisons)

(since August 2003)

Illustrative Examples of Work

(These examples do not cover all duties performed.)

Creating Quarterly Reports (Performed by Legal Assistant II Only)

Crisis Counseling:

In-person crisis intervention

Emotional support and guidance

Follow Up Contact:

In-person and telephone contacts

Written communications with victims to offer emotional support

Provide empathetic listening

Check on a victim's progress Crisis Counseling:

In-person crisis intervention

Emotional support and guidance

Follow Up Contact:

In-person and telephone contacts

Written communications with victims to offer emotional support

Provide empathetic listening

Check on a victim's progress

Information and Referral (In-person):

In-person contact with victims offering referrals and providing support

Information and Referral (Telephone Contacts):

Telephone contact with victims offering referrals and providing support

Shelter/Safe House:

Referral to short or long-term housing

Referral to related support services for victims and family members

Criminal Justice Support/Advocacy:

Support, assistance, and advocacy provided to victims at any stage of the criminal justice process

Court related support

Court orientation

Court escort

Case appearance notification

Case status and disposition information

Assistance with completing the Victim impact statement

Assistance with restitution

Assistance with Property review and return

Post-sentencing services and support

Assistance in filing Compensation Claims:

Providing assistance in the filing process

Follow-up contact with the victim compensation unit on behalf of the victim

Personal Advocacy:

Assisting victims in securing rights and services from other agencies

Intervening with employers, creditors, and others on behalf of the victim

The primary qualifications of program funded staff will require a Bachelor's Degree in Criminal Justice, Psychology or related field, ability to work with police, victims of crime from diverse populations, prosecutors, current victim-witness staff and victim advocates outside of our office.

(Please see enclosed hard copies of updated resumes)

6. Who oversees this program?

Marjorie Meegan-Jordan (Director, McLean County Victim/Witness Service)

(since January 1981)

Illustrative Examples of Work

(These examples do not cover all duties performed.)

* Supervises employees funded through VOCA

Supervises employees funded through the Attorney General's Office

Supervises employees funded by McLean County

*Prepares and monitors grants and quarterly reports

Sworn court officer and serves subpoenas

*Notifies victims and witnesses of their court appearances; provides information to the process servers; confirms court dates by telephone and secures information relevant to service on cases received by Victim/Witness Service.

Locates witnesses by a variety of independent methods.

Certified LEADS operator.

*Prepares victims and witnesses for court appearances; explains the criminal justice system

Provides informal counseling

Maintains records on chain of evidence; communicates with the crime lab, police departments, social service agencies, witnesses, state's attorney's and others.

*Makes referrals to Domestic Violence Unit.

Originates correspondence including securing restitution information, calling off witnesses when pleas or continuances occur, assisting victims in the recovery of personal property and final dispositions.

*Supports intimidated witnesses by providing information and access to the proper resources for assistance.

Gaining the support of employers to allow their employees to come to court without loss of pay.

*Assisting the victims of violent crimes in obtaining compensation under the Illinois Crime Victim's Compensation Act.

Training law enforcement officials and social service personnel as to the needs of victims and services provided for them in the community.

Increasing public awareness of the service through local media and presentations.

Notifies attorneys of problems with witnesses or conflicts.

*Informs victims and witnesses of verdicts on bench trials and jury trials.

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

The proposed services will be in addition to the services currently being provided by the Victim/Witness Service. Current staff will continue to provide notification services to the wide array of populations served. New staff will provide "in-depth" victim services focusing on the victim's self-described needs for assistance.

The project will greatly simplify the various services that vicims currently receive from multiple providers. The proposed project will have victims receiving services from a single advocate.

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

Violent (Domestic and Non-Domestic Misdemeanor and Felony)
CRIME VICTIMS

for the purpose of alleviating trauma and suffering incurred from victimization.

A list of objectives was included in the materials the Authority provided to you for your current performance period. Following is a list of those objectives. **Please respond only to the questions that pertain to the objectives you identified for your current VOCA funded program. Authority staff recognize that the period of performance may not have ended for your program.**

1. Provide *criminal court-related advocacy and support services* to clients each month.

- How many clients did you anticipate would receive this service during your entire period of performance? 93
- To date, how many clients actually received this service during your period of performance? 105
- To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

2. Provide *criminal case status, disposition and/or appearance notification* to clients each month.

- How many clients did you anticipate would receive this service during your entire period of performance? 0
- To date, how many clients actually received this service during your period of performance? 2,442
- To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

3. Provide *assistance with preparing victim impact statements* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 135
- b. To date, how many clients actually received this service during your period of performance? 205
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

4. Provide *other criminal justice advocacy / support services* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 2,334
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

5. Provide *in-person information and referral services* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 540
- b. To date, how many clients actually received this service during your period of performance? 484
- c. To date, what percentage of your objective has been met (item b ÷ item a)? 90%
- d. Do you anticipate that your objective will be met by the end of your performance period? yes
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

6. Provide *telephone information and referral services* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 540
- b. To date, how many clients actually received this service during your period of performance? 2,253
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

7. Provide *assistance in obtaining an order of protection* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 3
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? yes
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

8. Provide *other emergency legal advocacy / support services* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 0
- b. To date, how many clients actually received this service during your period of performance? 23
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

9. Provide *follow-up contact* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 540
- b. To date, how many clients actually received this service during your period of performance? 1,723
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

10. Provide *assistance with filing compensation claims* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 125
- b. To date, how many clients actually received this service during your period of performance? 300
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

11. Provide *crisis counseling* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 125
- b. To date, how many clients actually received this service during your period of performance? 1,278
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

12. Provide *personal advocacy* to clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? 125
- b. To date, how many clients actually received this service during your period of performance? 443
- c. To date, what percentage of your objective has been met (item b ÷ item a)? >100%
- d. Do you anticipate that your objective will be met by the end of your performance period? objective has been met
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

If you indicated that your program would provide a direct service as an objective that is not listed above, please specify the service(s) and report progress for this objective(s) in questions 13 and 14.

13. Provide _____ services to _____ clients each month.

- a. How many clients did you anticipate would receive this service during your **entire** period of performance? _____
- b. To date, how many clients actually received this service during your period of performance? _____
- c. To date, what percentage of your objective has been met (item b ÷ item a)? _____
- d. Do you anticipate that your objective will be met by the end of your performance period? _____
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

14. Provide _____ services to _____ clients each month.

- a. How many clients did you anticipate would receive this service during your entire period of performance? _____
- b. To date, how many clients actually received this service during your period of performance? _____
- c. To date, what percentage of your objective has been met (item b ÷ item a)? _____
- d. Do you anticipate that your objective will be met by the end of your performance period? _____
- e. If you do not anticipate meeting your objective (or your percentage indicated in [c] is less than 75%), please explain why. _____

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

Beginning in August of 2003, our victim advocate assisted a female victim of Aggravated Criminal Sexual Assault. Our advocate provided a great deal of support to this victim. Our advocate assisted with SASETA health providers, crisis counseling, and court escort. After the trial, the victim stated that she could not have testified without the support she had received from our advocate.

August through December 2003, our bi-lingual victim liaison provided assistance to victims who would not have had the opportunity to have the criminal justice system translated in their own language. She assisted with emergency orders of protections, claims filed with the Attorney General's office, crisis counseling, and many other critical victim services.

Beginning in September of 2003, our victim liaison assisted a male victim of Mob Action and Robbery with emergency replacement of locks and medical compensation through the Illinois Crime Victim's Compensation. The victim liaison also provided in-depth crisis counseling on a weekly basis.

In October of 2003, our victim liaison assisted a victim of Residential Burglary. During the burglary, the victim shot the defendant. Our victim liaison spoke to the victim on a weekly basis and assisted him with writing a Victim Impact Statement. The victim stressed to our victim liaison how much his assistance had helped the victim in his recovery process.

In October of 2003, our victim liaison assisted a Spanish-speaking woman, who was a victim of domestic battery, with obtaining two new front teeth from a local dentist.

In November of 2003, our advocate assisted a victim on a Criminal Sexual Assault Case. Her assistance was very lengthy and complex, from the initial contact through the trial. The victim and her mother were very appreciative of all the services provided.

In December of 2003, our advocate received a call from a mother of a murdered victim from 2002. The mother filed for funeral compensation through the Attorney General's office but received no confirmation of approval. The advocate was able to find out the application was denied because of technicalities. After contacting the caseworker, funeral director, and the victim, the case was reopened and funeral compensation was provided to the mother.

In January of 2004, our victim advocate assisted a victim of Domestic Battery. The victim received extensive injuries that required medical treatment and caused her to miss a great deal of work. Due to the loss of work and medical bill, the victim acquired financial hardships. The advocate provided referrals for counseling, utility assistance, medical bill assistance, counseling, and medical care and prescription needs. The advocate was also able to speak with the medical providers and explain crime victim's compensation so they would not deny services.

In February of 2004, our victim liaison assisted a victim of Domestic Violence. The victim was having difficulty with the medical providers threatening to turn her over to collections if she did not pay her balance. The liaison called the medical providers and after speaking with three different representatives, a hold was finally put on the medical bills. The victim was fearful of seeing the defendant in court, so the victim liaison provided regular updates to the victim regarding the progress of the case.

In March of 2004, our victim advocate assisted a mother and daughter who were victims of Attempted Murder. The defendant poured gasoline on the two and threatened to light them on fire. The mother became emotionally distraught and worried about the defendant getting out, had problems getting medication filled, had problems sleeping, and overall problems leaving her comfort zone which became very small. The advocate was able to assist the victim with her medical and counseling needs through referrals and made the victim aware of the VEESA Act. The advocate provided regular escort to court dates. The case had to be reinstated due to a mistrial and the advocate was by the victim's side every step of the way.

In March of 2004, our victim advocate assisted a victim of three counts of Aggravated Criminal Sexual Assault, three counts of Criminal Sexual Assault, Aggravated Domestic Battery, Domestic Battery, and Unlawful Restraint. Due to the severe nature of the crime, the advocate provided information and assistance with counseling, Crime Victim's Compensation, SASETA, and VESSA. The advocate and victim spoke at lengths about the case, the victim's well being, and an array of other topics. Also the advocate accompanied the victim to court. The attorney was aware of all the hard work put in by the advocate and stated in an email, "I especially want you to know that your caring handling of the victim in this case kept her halfway sane for testimony."

In April of 2004, our victim advocate assisted a victim of Aggravated Battery. The defendant attempted to physically abort their baby. The victim was in need of assistance with medical bills, housing, utility bills, food referrals, childcare, court question, court escort, and empathetic listening, which were all provided by the victim advocate. Due to the amount of time the victim required, one of the victim liaisons also assisted with empathetic listening, court orientation, and court escort. The victim was very confused and many times changed her mind about her feelings toward the defendant. The victim advocate and liaison continued supporting the victim through her emotional turmoil. Eventually the defendant was found guilty and sentenced to prison. The victim embraced the liaison and stated she could have never made it through all of this without the program's help.

In May of 2004, our victim liaison assisted a victim of Predatory & Aggravated Criminal Sexual Abuse and her parents. The family had strong African accents and did not know much about the criminal justice system. The liaison was able to explain the court process and other question the family had. The liaison was able to provide the family with information about Illinois Automated Victim Notification System and local counseling agencies. The liaison also aided in the writing of the victim impact statement, updates in the court case, and provided weekly empathetic listening.

In June of 2004, our bilingual victim liaison assisted three victims of Domestic Battery and Home Invasion. The victims were unable to speak English. The victims acquired medical bills totaling nearly \$300,000. Due to the fact the victims did not have insurance the liaison set up a time for the victims to come in and file for Crime Victim's Compensation. The liaison contacted the Attorney General's office, the hospital, and other health care providers in order to obtain itemized billing and speak about the situation. The liaison also provided interpretation between the victims and the detectives regarding the case. The many efforts provided by the liaison helped break the language barrier that could have been an enormous problem.

In July of 2004, our victim advocate assisted a victim of Residential Burglary. The case involved three defendants who were friends of the victim's son. Additionally, the victim in the case recently had had brain surgery and was recovering. The defendants added to the victim's stress by calling and harassing her from the jail. The advocate was able to contact jail control and put a block on the victim's number. The defendants eventually plead guilty. The victim thanked the advocate, for her assistance and time. The victim felt the advocates assistance helped her to be able to focus on her recovery.

In August of 2004, our victim advocate assisted a victim of Aggravated Battery and Mob Action. Due to the incident the victim was unable to accomplish the requirements of his job. His employer demoted him and eventually terminated him. Due to the lack of income the victim was having difficulty keeping up with his rent and utility bills. The advocate made many referrals to local agencies, helped the victim file for Crime Victim's Compensation, and made phone calls to his employer, landlord, and utility companies. The local agencies assisted in some of his bills, but the victim had to sell his mode of transportation to pay his bills. The victim felt like he was falling into a state of depression, so the advocate referred him to counseling agencies. The advocate has had much contact with the victim over the phone and in person to aid in his recovery.

In September of 2004, our bilingual victim liaison assisted a victim of Aggravated Battery, Domestic Battery, and Unlawful Restraint. Given that the victim did not speak English, she was exceptionally confused by the criminal justice system and scared of the defendant. Our liaison was able to explain the court process and ease her mind. Our victim liaison aided with the victim's counseling needs, obtaining an order of protection, and acted as an interpreter in case proceedings.

In October of 2004, Margie Meegan-Jordan informed the victim liaison of a male whose son was killed by another juvenile who was in need of assistance. The liaison spoke with the father in the office about counseling needs and assistance with funeral expenses through Crime Victim's Compensation. The father needed someone to talk to that was not biased, which the liaison was able to provide. The liaison provided the father with updates on the case and empathetic listening, which the father needed. The father was very grateful for all the services provided by his victim liaison.

In November of 2004, the victim liaison assisted a victim of a hit and run. The victim was struck by a drunk driver and was trapped on top of the car for several blocks before being thrown from the car after the driver slammed on her brakes. The victim was hospitalized and missed much work. Due to the loss of wages, the victim was experiencing hardships with hospital bills, rent, and utility bills. The liaison was able to assist the victim in filing for Crime Victim's Compensation and made phone calls to the victim's employer, utility services, phone company, and hospital in attempts to put a hold and possibly reduce the bills. The liaison has had continual contact with the victim, updating him on the case and checking on his well being.

In December of 2004, our victim advocate assisted a victim of domestic violence. The victim was severely beaten by her boyfriend who caused two of her front teeth to be knocked out. The victim had no insurance or way of paying to repair her two teeth. The advocate was able to locate a dentist who would do the work for free, with a chance of being reimbursed through Crime Victim's Compensation or restitution. Previous to this incident the victim's sister was killed. Because of the great amount of stress the victim was under, the advocate provided empathetic listening and referrals to local counseling agencies. The advocate also provided the victim with court updates, which the victim responded, "Information can be such a peace of mind."

In December of 2004, the victim advocate became involved with two families. This case involved a double homicide in which two women were stabbed. The mother of one of the victims did not have the financial capability to have her daughter's body moved from the morgue to the funeral home. However, she was also experiencing difficulties finding a funeral home that would assist her with funeral arrangements. When she found a funeral that would help, I called the funeral home and explained the Crime Victims Compensation Fund through the Attorney General's Office and how they could possibly be compensated for their services. I then contacted the Attorney General's Office requesting emergency funds for the funeral home because they did move the body and provide a funeral service for the family of the victim. I sent the Crime Victims Department the necessary paperwork (signed application, funeral bills, death certificate, and police reports) to have the application processed immediately. The same day I spoke with the Attorney General's Office, the case manager indicated to me they were to make a recommendation to the Court of Claims for the full \$5,000 funeral benefit to be paid out

on the claim immediately. The advocate has been escorting the family to all of the court hearings. The victim advocate made contact with the second victim's family. The family lives in Tennessee and they were very thankful for the call from the VOCA advocate. The father stated they did not know what was going on and was not aware that anyone had been arrested or been charged. He said it would be very nice to be informed of the status of the case. The father stated he had to make a withdraw out of his retirement fund to pay for his daughter's funeral. The advocate submitted an application through the Attorney General's Office for re-imbursements of the funeral expenses and continues to keep the family appraised of the status of the case.

16. What barriers did you experience in implementing your program and/or providing services during the current performance period? How did you respond to them?

We encountered many obstacles implementing our program. These obstacles include:

- 1) The original author of the grant, McLean County State's Attorney Charles Reynard, assumed a judgeship after the submission of the grant.
- 2) The new State's Attorney, William Yoder, needed time to review and assume responsibility for the grant.
- 3) Many revisions of the grant were required to meet the guidelines established by the Authority.
- 4) The McLean County Board had to apporve the grant and the matched funds provision.
- 5) In June 2003, a transformer exploded at the McLean County Law & Justice Center and employees were displaced from the building for one week. The next several weeks were devoted to court reorganization and scheduling. This process was ongoing while the building was under repair. Four floors were closed for over a month.

As of July 10, 2003, we were in a position to initiate the hiring process. At that time, we requested our grant period to reflect July 1, 2003 through June 30, 2005.

In June 2004, we proposed the following amendments to the grant. These amendments included:

- 1) Lower the court orientation and escort services from 30 per quarter to 10 per quarter
 - 2) Lower the emergency legal advocacy and order of protection category from 15 to 0.
- Please see the explanation for the drastic reduction:

The changes we requested to be adjusted were due to the Domestic Violence Unit of Neville House which is located in the State's Attorney's Office receiving a new grant. This grant provided for a full-time employee and two interns who assist with all emergency and plenary orders of protection. Neville House has also received another grant, which has supplemented an additional full-time employee. Due to the receipt of these grants, the VOCA advocates will no longer be needed to provide assistance regarding orders of protection. The advocates will continue to accompany victims to court and Order of Protection hearings upon request.

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

We have received an over whelming support of the services offered by the victim advocates. Please see attached copies of cards, and letters of support:

(Please see enclosed hard copies)

IV. Statement of Problem

This section will help us understand why your program is important to crime victims 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 **this program** addresses? (*What do crime victims need that they would not get or would receive less of if this program were not continued?*)

Victims of violent crime (domestic and non-domestic) need extraordinary amounts of time and attention from criminal justice providers. They need to personally meet their providers, including internal advocates, prosecutors, and other collaborating agencies. These providers are currently unable to provide the individual time and attention that violent crime victims require in order to address their needs and have confidence in the criminal justice system.

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.*)

2003	Totals:	DV	Violent
Misdemeanor	2128	420	286
Felony	1307	113	220

2004	Totals:	DV	Violent
Misdemeanor	2350	472	338
Felony	1206	121	272

The source of the data supplied are as follows: The domestic violence statistics were supplied through a report called McLean County State's Attorney's Office Domestic Violence Statistic Report, authored by the McLean County State's Attorney's Office. The other statistics were provided to our office through a report called Felony and Misdemeanor Case Number List, authored by the McLean County Circuit Clerk's Office.

We believe the offense rates found in the above tables disclose that our community has a serious criminal violence problem. We also believe that our community has been exceptionally open to responding to the problem. We have experienced a high volume of need for victim support services, in which we have been unable to fully address. The McLean County Victim/Witness Service currently provides victim and witness notification services (court notification, restitution assistance, disposition reporting, etc.) to victims in felony, misdemeanor, juvenile, DUI, and major traffic cases. However, we frequently encounter victims of violent crime who express the need for more assistance with violent crime compensation applications, protection planning, and other services. This project would provide victims with one advocate providing a considerably wider range of client-centered services.

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

Last year, with a staff of four, the Victim/Witness Service assisted 27,000 victims, witnesses, significant others, and police officers. Without VOCA funded advocates, in depth client-centered services could not be provided.

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

(Insert sub-population of clients here.)

for the purpose of alleviating trauma and suffering incurred from victimization.

2. **Objectives:** Please complete the following objectives by inserting the number of clients that will be provided with that service **each quarter**. If you will not be providing a specific type of service, place a zero in the blank.

Example: *Provide court accompaniment to 6 victims each quarter.*

1. Provide crisis- counseling services to 300 clients each quarter.
2. Provide therapy to 0 clients each quarter.
3. Provide follow-up contact to 450 clients each quarter.
4. Provide support group services to 0 clients each quarter.
5. Provide in-person information and referral services to 30 clients each quarter.
6. Provide telephone information and referral services to 500 clients each quarter.

7. Provide criminal justice support / advocacy services to 500 clients each quarter.
Of the clients indicated above, will any of them receive the following services? If so how many do you anticipate receiving the following services each quarter:

Criminal court orientation or criminal court escort services? 15

Information regarding criminal case status disposition or appearance notification services? 500

Assistance with preparing victim impact statement? 75

Assistance with childcare for clients while they are attending criminal court or other case proceedings? 0

Assistance with transportation to criminal court or other appointments regarding the criminal case? 0

8. Provide emergency legal advocacy services to 0 clients each quarter.
Of the clients indicated above, will any receive assistance in obtaining an order of protection? If so how many do you anticipate receiving this service each quarter?

9. Provide emergency financial assistance to 0 clients each quarter.

10. Provide assistance in filing compensation claims to 50 clients each quarter.
(Although VOCA regulations mandate that your agency provides this service in order to receive VOCA funds, this objective should only be filled in if the VOCA funded position provides this service.)

11. Provide personal advocacy to 100 clients each quarter.

12. Provide medical advocacy to 0 clients each quarter.

13. Provide crisis hotline counseling services to 0 clients each quarter.

14. Provide case management services to 0 clients each quarter.

Objectives 15 and 16 are blank so that you may indicate other direct services not listed above. Please note you will be required to maintain data relative to these objectives and report their progress on your quarterly data report.

15. Provide n/a services to n/a clients each quarter.

16. Provide n/a services to n/a clients each quarter.

VI. Program Implementation

The problem statement 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 **this program** will provide to crime victims.

Crisis Counseling:

In-person crisis intervention

Emotional support and guidance

Follow Up Contact:

Written communications with victims to offer emotional support

Provide empathetic listening

Check on a victim's progress Crisis Counseling:

In-person crisis intervention

Emotional support and guidance

Follow Up Contact:

In-person and telephone contacts

Written communications with victims to offer emotional support

Provide empathetic listening

Check on a victim's progress

Information and Referral (In-person):

In-person contact with victims offering referrals and providing support

Information and Referral (Telephone Contacts):

Telephone contact with victims offering referrals and providing support

Referral to short or long-term housing

Referral to related support services for victims and family members

Criminal Justice Support/Advocacy:

Support, assistance, and advocacy provided to victims at any stage of the criminal justice process

Court related support

Court orientation

Court escort

Case appearance notification

Case status and disposition information

Assistance with completing the Victim impact statement

Assistance with restitution

Assistance with Property review and return

Post-sentencing services and support

Assistance in filing Compensation Claims:

Providing assistance in the filing process

Follow-up contact with the victim compensation unit on behalf of the victim

Personal Advocacy:

Assisting victims in securing rights and services from other agencies

Intervening with employers, creditors, and others on behalf of the victim

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

Victims of violent crime (domestic and non-domestic) need extraordinary amounts of time and attention from criminal justice providers. They need to personally meet their providers, including internal advocates, prosecutors, and other collaboration agencies. These providers are currently unable to provide the individual time and attention that violent crime victims require in order to have confidence in the criminal justice system.

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 issues and barriers that we encountered at the beginning of our grant period have been addressed and we do not foresee these problems reoccurring.

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

Continued training in the areas of domestic violence, sexual assault, Illinois Crime Victims Compensation and other related victim services should always be maintained.

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

The victim advocate and victim liasons will continue to attend free training and seminars whenever available.

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 Begun	Month Completed	Personnel Responsible	Frequency
EXAMPLE Distribute brochures	Month 1	Ongoing	Volunteers	As Needed
EXAMPLE Hire medical advocate	Month 1	Month 2	Coordinator	N/A
EXAMPLE Provide support groups	Month 2	Month 12	Advocate	Weekly
Interview candidates for the 2 victim liason positions	Month 1	Month 1	Director	N/A
Hire liasons	Month 2	Month 2	Director	N/A
Train liasons (Countering Domestic Violence, Sexual Assault, Case Management, and Illinois Crime Victims Compensation training)	Month 2	Ongoing	Director, Advocate, and corresponding Social Service Agencies	as needed
Provide client-centered services	Month 1	Ongoing	Advocate and Liasons	Daily
Maintain statistics	Month 1	Ongoing	Advocate and Liasons	Daily
Create Quarterly Reports	Month 3	Ongoing	Advocate and Director	Quarterly

McLEAN COUNTY, ILLINOIS
Job Classification

Job Title: Legal Assistant II
Reports To: Director of Victim/Witness Service & State's Attorney

SUMMARY

Under general supervision, this full-time position provides assistance and support to victims of felony, misdemeanor and domestic violence cases by offering more personal contact and advocacy than generally provided by current victim specialists. Considerable independent judgement and discretion is used in identifying and analyzing the needs of victims and in preparing for contact with the criminal justice system. Work is reviewed by the Director of the Victim/Witness Service and the State's Attorney for timely accomplishments of tasks, for overall results achieved, and the degree to which the work meets the needs of the respective case and trial.

SUPERVISORY RESPONSIBILITIES

This is a non-supervisory job classification, although guidance and training is exercised over the victim liaison personnel.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Provides intensive follow-up contact with crime victims during the entire law enforcement and criminal justice process, with significant emphasis on in-person and telephone contact, in addition to written contact already provided by Victim/Witness Service.

Provides information and referral to victims over same time frame; cultivates and maintains effective working relationships with other agencies and organizations for such purposes.

Provides intensive criminal justice support and advocacy over same time frame. E.g. assisting victims with court-related orientation, education, escort, and anxiety counseling.

Provides extensive personal advocacy over the same time frame, assisting victims in securing rights and services, locating emergency financial assistance, intervening with employers, creditors and others on behalf of victims, assisting in filing for losses covered by public and private insurance programs and accompanying victims to the hospital.

Creates Quarterly Reports.

Operates standard office equipment, such as word processor, copiers, and calculators.

KNOWLEDGE, SKILLS, AND ABILITIES

Considerable knowledge of criminal court procedures and victim/witness dynamics. Some knowledge of legal principles, practices, and techniques.

Considerable knowledge of community service and law enforcement agencies for obtaining victim/witness assistance.

Considerable knowledge of principles and methods of providing advice and counseling.

Considerable skill in effective listening and communicating, problem solving and team work.

Considerable ability to deal compassionately and tactfully with victims and witnesses from varied socioeconomic backgrounds.

Skill in operating word processing and other standard office equipment.

Ability to understand and apply general guidelines to various legal requirements, and to follow oral and written instructions.

Ability to work with and maintain confidential information in an atmosphere of loyalty and trust.

Ability to organize work and perform assignments under minimal direction.

Ability to express ideas clearly and convey information effectively, orally and in writing.

Ability to produce quality work under tight deadlines.

Ability to establish and maintain effective working relationships with other employees, county officials, staff of outside agencies, and the public.

MINIMUM EDUCATION AND EXPERIENCE

Possession of a Bachelors degree from an accredited college or university, preferably with major coursework in criminal justice, sociology, social work, or a related social science field, and preferably 2-4 years experience in public contact work providing guidance and advice to the public, or any equivalent combination of education and experience that would provide the above noted knowledge, skills and abilities.

CERTIFICATED, LICENSES, REGISTRATIONS

Valid Illinois driver's license.

PHYSICAL ATTRIBUTES/DEMANDS

Work requires sitting for long periods of time, standing, walking, bending, stooping, climbing stairs, lifting, moving and carrying light objects, and operating standard office equipment. Some driving also required.

WORK ENVIRONMENT

The work is performed primarily indoors, in an office environment and involves exposure to normal risks typical to an office setting. Driving a motor vehicle may also expose employee to normal risks of such activity.

Lisa F. Cote
305 E. North Street, Colfax, IL 61728
(309) 723-6299
lcote89@mchsi.com

Education:

I have received an Associates Degree in Paralegal Studies from an accredited school: Midstate College, Peoria, IL, 1994

Objective:

I am currently enrolled at Illinois State University, Normal, IL. Bachelor's Degree in Criminal Justice to be completed.

Work Experience:

Victim Advocate: McLean County State's Attorney's Office within the Victim/Witness Service, Bloomington, IL (August 2003 - Present)

Services Provided:

Crisis Counseling:

In-person crisis intervention
Emotional support and guidance

Follow Up Contact:

In-person and telephone contacts
Written communications with victims to offer emotional support
Provide empathetic listening
Check on a victim's progress

Information and Referral (In-person):

In-person contact with victims offering referrals and providing support

Information and Referral (Telephone Contacts):

Telephone contact with victims offering referrals and providing support

Shelter/Safe House:

Referral to short or long-term housing
Referral to related support services for victims and family members

Criminal Justice Support/Advocacy:

Support, assistance, and advocacy provided to victims at any stage of the criminal justice process
Court related support
Court orientation
Court escort

Case appearance notification
Case status and disposition information
Assistance with completing the Victim impact statement
Assistance with securing restitution
Assistance with Property review and return
Post-sentencing services and support

Assistance in filing Compensation Claims:

Making victims aware of the availability of crime victims
Compensation
Providing assistance in the filing process
Follow-up contact with the victim compensation unit
on behalf of the victim

Personal Advocacy:

Assisting victims in securing rights and services from other
agencies
Locating emergency financial assistance
Intervening with employers, creditors, and others on behalf
of the victim

**Administrative Assistant: McLean County State's Attorney's Office within the
Victim/Witness Service, Bloomington, IL (November 2001 - August 2003)**

Originates correspondence including:

Securing restitution information
Disposition letters for Felony, Misdemeanor, Juvenile and DUI
cases
Battery letters to victims of misdemeanor battery
Information, No Appearance, and Indictment letters for Grand Jury
Parole Notifications to victims
Information request letters to victims
No Contact letters and copies of bond sheets to victims
Victim/Witness Service information pamphlets
Domestic Violence Personal Safety Plans
Department of Corrections Victim Service pamphlets
Registered Sex Offender victim notification
Human Service Directory pamphlet – includes information
regarding counseling, aid, and other related services within
the community
Explaining Disposition and Sentence pamphlets
Road Through the McLean County Legal System pamphlet
MADD pamphlets
Guide to Battery Victims pamphlets
Crime Victims Compensation Program pamphlets
Identity Theft "Protection and Prevention" pamphlet
Witness Information Guide pamphlet

- Assists in calling off victims and witnesses when a plea or continuance occur
- Assists in notifying victims of their court appearances
- Assists in locating victims by a variety of independent methods
- Prepare victims for court appearances by explaining the criminal justice system
- Assisting out of county witnesses with travel expenses, flight arrangements and hotel accommodations
- Duties include assisting the Director of the Victim/Witness Service

Judicial Secretary to a Circuit Court Judge: McLean County, Bloomington, IL
(November 2000 - November 2001)

- Prepare a variety of legal documents: letters of opinion, memorandums, post-conviction orders, additional correspondents as needed
- Maintain and coordinate the court schedule
- Organize and distribute jury, pre-trial and case management dockets to attorneys and pro se litigants
- Perform as a liaison between judges, attorneys and the public
- Review case files for accuracy and obtain missing documents
- Manage court records, filing system, computer database and processing legal work

Paralegal: McLean County State's Attorney's Office, Child Support Division,
Bloomington, IL (December 1999 - November 2000)

- Set child support cases for court
- Prepare court documents needed for court hearings
- Prepare the weekly court dockets
- Locate respondents and clients as needed
- Assist the attorney's in court
- Personal contact with respondents and clients at court hearings
- Assist clients with questions and or issues regarding public aid
- Create correspondents and make contacts with employers involving employment verifications

Victim/Witness Assistant: McLean County State's Attorney's Office,
Bloomington, IL. (September 1994 - December 1999)

- Notifies victims and witnesses of their court appearances
- Prepares victims and witnesses for court appearances (by explaining the criminal justice system and reduce anxiety by informal counseling)
- Locates witnesses by a variety of independent methods
- Provide updated address information to process servers
- Maintains records on chain of evidence

Communicates with: crime lab, police departments, social service agencies, witnesses, state's attorneys and others
Make referrals as needed to social service agencies
Originates correspondence including the securing of restitution information, calling off witnesses when pleas or continuances occur, assisting victims in the recovery of personal property and final dispositions or verdicts on jury trials
Gaining support of employees to allow their employees to come to court without loss of pay
Assisting the victims of violent crimes in obtaining compensation under the Illinois Crime Victim's Act
Responsible for and oversee the operation of the misdemeanor division
Assist in other divisions within the Victim/Witness Service as needed

Accomplishments and Related Capabilities:

Certified in Crisis Intervention
Certified Domestic Violence Advocate by completion of the 40 hour domestic violence training program
Certified LEADS Operator through the Illinois State Police
Award of Recognition given by the McLean County Crimestoppers
Hero of the Highway award given by The McLean County MADD Chapter
Award of recognition for the most Outstanding Prosecutor Based Program within the State of Illinois: Presented to the McLean County Victim/Witness Service
Self motivated with the ability to work thoroughly and effectively
I am a hard worker and a quick learner
Very capable and competent of working with a variety of people
Willing to go the extra mile and dedicate myself to my duties
I believe in a strong work ethic

References:

Supplied upon request

McLEAN COUNTY, ILLINOIS
Job Classification

Job Title: Victim Liaison
Reports To: Director of Victim/Witness Service & State's Attorney

SUMMARY

This contractual part-time position, presumably with Illinois State University and/or Illinois Wesleyan graduates or graduate students, will provide direct services to crime victims, in conjunction with the full-time Victim Advocate. Considerable judgement and discretion is used in identifying and analyzing the needs of crime victims under the guidance of the Victim Advocate. Work is reviewed by the Victim Advocate, the Director of the Victim/Witness Service and the State's Attorney.

SUPERVISORY RESPONSIBILITIES

This is a non-supervisory job classification.

ESSENTIAL DUTIES AND RESPONSIBILITIES

To provide direct contact with crime victims in direct support of the following "victim-centered prosecution services" performed by the full-time Victim Advocate:

Follow-up contact with crime victims during the entire law enforcement and criminal justice process, with significant emphasis on in-person and telephone contact, in addition to written contact already provided by Victim/Witness Service.

Information and referral to victims over same time frame; cultivates and maintains effective working relationships with other agencies and organizations for such purposes.

Criminal justice support and advocacy. E.g. assisting victims with court-related orientation, education, escort, and anxiety counseling.

Assisting victims in securing rights and services, locating emergency financial assistance, intervening with employers, creditors and others on behalf of victims, assisting in filing for losses covered by public and private insurance programs and accompanying victims to the hospital.

Provide direct victim services to Spanish-speaking clients.

KNOWLEDGE, SKILLS, AND ABILITIES

Some knowledge of criminal court procedures and victim/witness dynamics. Some knowledge of legal principles, practices, and techniques.

Some knowledge of community service and law enforcement agencies for obtaining victim/witness assistance.

Considerable knowledge of principles and methodology of creating and implementing valid research models.

Considerable skill in effective listening and communicating.

Considerable ability to deal compassionately and tactfully with victims and witnesses from varied socioeconomic backgrounds.

Ability to understand and apply general guidelines to various legal requirements, and to follow oral and written instructions.

Ability to work with and maintain confidential information in an atmosphere of loyalty and trust.

Ability to express ideas clearly and convey information effectively, orally and in writing.

Ability to produce quality work under tight deadlines.

Ability to establish and maintain effective working relationships with other employees, county officials, staff of outside agencies, and the public.

MINIMUM EDUCATION AND EXPERIENCE

Bachelors degree or a graduate student at an accredited college or university, preferably with major coursework in criminal justice, sociology, social work, or a related social science field, and preferably 1-2 years experience in public contact work providing guidance and advice to the public, or any equivalent combination of education and experience that would provide the above noted knowledge, skills and abilities.

CERTIFICATED, LICENSES, REGISTRATIONS

Valid Illinois driver's license.

PHYSICAL ATTRIBUTES/DEMANDS

Work requires sitting for long periods of time, standing, walking, bending, stooping, climbing stairs, lifting, moving and carrying light objects, and operating standard office equipment.

WORK ENVIRONMENT: The work is performed primarily indoors, in an office environment and involves exposure to normal risks typical to an office setting,

Jason Jerome Hollenkamp
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Normal, IL 61761
(618) 444-3887
jhollenkamp@hotmail.com

EDUCATION: Illinois State University
Master of Criminal Justice, Currently Enrolled
GPA: 3.83/4.0

Southern Illinois University of Edwardsville
Bachelors of Science in Psychology, December 2002
GPA: 3.40/4.0

WORK EXPERIENCE:

State's Attorney's Office: Victim Advocate, Bloomington, IL 2003-Present

- Provide advocacy to victims of violent crimes
- Court related support, orientation, and escort
- Assistance with Crime Victim's Compensation, Victim Impact Statements, and with property review and return
- Post-sentencing services and support

Knights of Columbus: Banquet Hall Manager; Highland, IL 2000-Present

- Interviewed and hired bartenders
- Trained new employees
- Established a successful ordering and inventory process
- Maintained bar records
- Purchased supplies and controlled inventory

Super-Value Grocery: Night Manager; Highland, IL 1996-2003

- Managed all evening business activities of the store
- Customer Service Representative
- Trained new employees
- Managed each evening's receivables
- Detected and detained shoplifters
- Maintained the store's appearance

TRAINING:

IL Prosecutor-Based Victim Assistants Association 4th Annual Conference

- Special Issues in Domestic Violence Cases
- Officer-Involved Domestic Violence
- Legislative Updates regarding Crime Victims
- Victim Impact Statements & Crime Victim Compensation

11th Judicial Circuit Family Violence Coordinating Council

- Sexual Assault Training

40-hour Domestic Violence Training – Mid Central Community Action

- Dynamics of Domestic Violence
- DV issues with Kids and Teens
- Listening / Communication / Hotline Skills
- Sexual Assault and Medical Advocacy
- Community Resources and Residential Services

IVAA Committee Meeting

- Guest Speaker

3rd Annual Conference on Bias, Bigotry, Hate, and Terrorism in America

- International Terrorism & Religion
- Role of Illinois State Police in Homeland Security
- Issues in Race
- Role of Law Enforcement in Civil Rights

Hostage Negotiations Real Life Scenario – Officer Michael Jordan

- Participated as perpetrator being talked down

HONORS: Alpha Phi Sigma: 2003-Present

-Recognizes outstanding academic achievement in criminal justice

- Volunteered for community projects including community cleanup and faculty/student fundraisers

Psi Chi Honors Society: 2002-Present

-Recognizes outstanding academic achievement in psychology

- Volunteered for community projects including food drives and faculty/student fundraisers

SIUE Dean's List: 2000-2002

COMMUNITY SERVICE:

Highland Jaycees: 2003-Present

- Volunteer work in community programs

Knights of Columbus: 2000-Present

- Volunteer in programs to make money for the community

REFERENCES: Available upon request

MARIVEL ESCATEL

mescat@ilstu.edu

Present Address

1500 Hancock Drive Apt #2
Normal, IL 61761
(815) 878-2009

Permanent Address

1014 Indiana Avenue
Mendota, IL 61342
(815) 539-9481

CAREER OBJECTIVE

To obtain a governmental position with the United States Department of State, and meanwhile capitalizing on Spanish communication skills.

EDUCATION

08/2003—05/2005

Illinois State University, Normal, IL
Master of Arts degree in Criminal Justice Sciences
4.0/4.0 GPA

08/1999—08/2003

Illinois State University, Normal, IL
Bachelor of Arts degree
Criminal Justice Sciences & Foreign Languages—Spanish double major

- Magna Cum Laude
- University Honor Scholar
- Departmental Honor Scholar in Criminal Justices Sciences

04/2001—06/2001

Universidad Complutense de Madrid, Madrid, Spain Europe

- Participated in a study abroad program
- Resided with a Spanish host family
- Enrolled full-time in Spanish undergraduate studies at the advanced level

WORK EXPERIENCE

08/2003—present

Bilingual Victim Advocate—Graduate Assistantship
McLean County State's Attorney's Office, Bloomington, IL

- Provide criminal justice support and advocacy, such as court orientation, court escort, case status and disposition information, and crisis counseling to victims of domestic violence and violent crimes
- Provide assistance filing crime victim's compensation claims
- Interpreter and translator regarding grand jury, court hearings, and interviews with detectives concerning criminal investigations with victims
- Provide referrals to agencies and shelters on behalf of victims and locate emergency financial assistance

01/2005—present

Student Intern—Illinois Coalition of Immigrant and Refugee Rights
Western Avenue Community Center, Bloomington, IL

- Assist legal permanent residents become U.S. citizens
- Explain the citizenship process to Spanish-speaking clients

- Assist contacting local organizations in order to provide citizenship information to eligible candidates within McLean County

05/2003—12/2003

Student Intern—Youth Prevention Program,
Catholic Charities, Bloomington, IL

- Youth Advocate
- Co-facilitate group meetings
- Mandated reporter regarding neglected and abused children

09/2003—07/2004

Waiter, Radisson Hotel & Conference Center, Bloomington, IL

- Catered food to a range of social gatherings and events
- Facilitated a training session regarding work ethics for Spanish speaking employees

01/2000—05/2003

Monitor, Illinois State University, Normal, IL

- Supervised computer laboratory

EXTRA-CURRICULAR ACTIVITIES

01/2004—present

Interpreter, Western Avenue Community Center, Normal, IL

10/2003—present

Graduate Representative, Illinois State University Search Committee

08/2001—present

Member, Alpha Phi Sigma-Criminal Justice Honors Society

10/2004—10/2004

Volunteer, Domestic Violence Awareness Month, Normal, IL

08/2001—05/2003

Member, The Honors Program, Sigma Delta Pi-Spanish Honors Society, and The National Society of Collegiate Scholars

08/2001—02/2002

Mentor, McLean County Juvenile Detention Center, Normal, IL

AWARDS & RECOGNITIONS

Illinois Consortium Educational Opportunity Program recipient

Hispanic Scholarship Fund recipient

Donald McHenry Fellowship recipient

Illinois State University Honors Program recipient

Honors Research Mentorship recipient

- Participated in a 3-week Cultural Study Seminar Program in China
- Attended bi-weekly seminars prior to journey

Received the Cycle of Domestic Violence Certificate, August 2003

- Participated in a 40-hour domestic violence training

Law Enforcement Agencies Data System (LEADS) Certificate, August 2003

- Completed the Illinois State Police computer based training

REFERENCES

Available upon request.

MARIVEL ESCATEL

mescat@ilstu.edu

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

Implementing Agency: **McLean County / McLean Co. State's Attorney's Office**
 Agreement #: **204036**

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Victims Of Crime Act (VOCA)	\$43,500
	Subtotal:	\$43,500
Match:	McLean County / McLean Co. State's Attorney's Office	\$10,875
	Subtotal:	\$10,875
Over Match:	McLean County / McLean Co. State's Attorney's Office	\$8,351
	Subtotal:	\$8,351
	GRAND TOTAL	\$62,726

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Total Cost
Legal Assistant II	\$ 33,587.00	12	100%	\$ 26,380.00	\$ 7,207.00	\$ 33,587.00
Victim/Witness Director	\$ 40,950.00	12	10%		\$ 4,095.00	\$ 4,095.00
Total FTE			1.10			
			Total Salary	\$ 26,380.00	\$ 11,302.00	\$ 37,682.00
			Fringe Benefits (Use figure from Fringe Benefit Worksheet)	\$ 4,212.00	\$ 3,704.00	\$ 7,916.00
			TOTAL PERSONNEL SERVICES	\$ 30,592.00	\$ 15,006.00	\$ 45,598.00

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

(See Attached Budget Instructions)

The funds of \$33,587.00 will provide a salary for the Legal Assistant II to work 37.5 hours per week for 12 months. Duties performed by this position will include: In-person crisis intervention, emotional support and guidance. Assistance and advocacy provided at every stage of the criminal justice process including case status, court escort, and disposition information. Assisting with completing Victim Impact Statements and filing compensation claims. General advocacy in securing rights and services from other agencies. Creating Quarterly Reports.

The Victim/Witness Director will provide 10% of her time on the program, (\$40,950 * 10%) = \$4,095. Responsibilities include: supervising VOCA grant staff, prepares and monitors grants and quarterly reports, notifies victims of their court appearances, confirms court dates by telephone and secures information relevant to service on cases, assists with preparing victims for court appearances by explaining the criminal justice system, makes referrals to the DV unit of McLean County, assists with victim compensation, and informs the victims on case verdicts.

Budget & Budget Narrative		McLean County / McLean Co. State's Attorney's Office		Agreement#		204036		
EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Total Cost		
N/A		0		\$ -	\$ -	\$ -		
		0		\$ -	\$ -	\$ -		
		0		\$ -	\$ -	\$ -		
		0		\$ -	\$ -	\$ -		
		0		\$ -	\$ -	\$ -		
		0		\$ -	\$ -	\$ -		
		0		\$ -	\$ -	\$ -		
		0		\$ -	\$ -	\$ -		
		0		\$ -	\$ -	\$ -		
TOTAL EQUIPMENT COST							\$ -	\$ -

See Budget Narrative for Equipment. Please give a brief description for each line of the Equipment Budget.
(See Attached Budget Instructions)

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Total Cost
N/A	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
	\$ -		\$ -	\$ -	\$ -
TOTAL COMMODITIES COST					\$ -

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
(See Attached Budget Instructions)

TRAVEL N/A	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
Program Staff Mileage*				\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -
Airfare				\$ -	\$ -	\$ -
PerDiem				\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ -	\$ -	\$ -

* State rate is calculated at \$.375/mile. If agency rate is lower use that lower rate.

** Out of State Travel requires prior Authority approval.

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

(See Attached Budget Instructions)

CONTRACTUAL	Months On Program	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Total Cost
Cell Service					\$ -	\$ -	\$ -
Telephone Service					\$ -	\$ -	\$ -
Pager service					\$ -	\$ -	\$ -
Conference Registration Fees					\$ -	\$ -	\$ -
Other: (Specify)					\$ -	\$ -	\$ -
Other (Specify)					\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -
Victim Liaison	12	8.92	80		\$ 6,454.00	\$ 2,110.00	\$ 8,564.00
Victim Liaison	12	8.92	80		\$ 6,454.00	\$ 2,110.00	\$ 8,564.00
County of McLean					\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 12,908.00	\$ 4,220.00	\$ 17,128.00

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

(See Attached Budget Instructions)

The federal funds of \$12,908.00 and match funds of \$4,279 will provide salaries for 2 Victim Liaisons each working 20 hours per week for 12 months at a rate of \$8.92 per hour. Duties for these positions will include: In-person crisis intervention, emotional support and guidance. Assistance and advocacy provided at every stage of the criminal justice process including case status, court escort, and disposition information. Assistance with completing Victim Impact Statements and filing compensation claims. General advocacy in securing rights and services from other agencies.

	Federal Amount	Match Contribution	Total Cost
GRAND TOTAL			
PERSONNEL SERVICES	\$ 30,592.00	\$ 15,006.00	\$ 45,598.00
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -
TRAVEL	\$ -	\$ -	\$ -
CONTRACTUAL	\$ 12,908.00	\$ 4,220.00	\$ 17,128.00
TOTAL COST	\$ 43,500.00	\$ 19,226.00	\$ 62,726.00

All procurements must be competitive

FRINGE BENEFIT WORKSHEET: Agreement # 204036

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	0.000%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	7.650%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	\$37,682.00
TOTAL RATED FRINGE BENEFITS	\$2,883
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	\$2,850.00
RETIREMENT/PENSION	\$2,183.00
Total Flat Rate Fringe	\$5,033.00
Number of grant-funded FTE (full-time equivalent) positions. (Please use figure from cell F-11 of Budget Detail)*	1.00
FLAT RATE FRINGE BENEFITS	\$5,033
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$7,916

*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.



McLean County


JUVENILE DETENTION CENTER
903 North Main Street, Normal, IL 61761

(309) 888-5550

FAX (309) 888-5568
FAX (309) 888-5554

Memo

To: Honorable Members of the Justice Committee

From: Dave Goldberg 

CC: Chief Judge Elizabeth A. Robb
Roxanne Castleman

Date: May 25, 2005

Re: Juvenile Detention Bed Space Contract with Logan County

In January 2005, the McLean County Board approved a contract with Logan County that provided for the purchase of 120 detention days at the McLean County Juvenile Detention Center. As of May 1, 2005, Logan County exhausted their purchased days. Logan County has requested, and we support, to purchase 100 more days at the contract rate of \$80 per day. Brian Hug has amended the original contract to reflect their request. Roxanne Castleman and I will be present at the upcoming Justice Committee to answer any questions you may have.

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

I. PURPOSE

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

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

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

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

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

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

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

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

II. PARTIES

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

III. TERMS

One hundred (100) detention days* are guaranteed by the receiving County to the transmitting County for juvenile detainees ("detainees").

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

The transmitting County agrees to pay \$80 per detention day, for a total annual amount of \$8,000.

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

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

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

IV. BILLING

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

V. DETAINEES

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

VI. NOTIFICATION

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

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

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

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

VII. TRANSPORTATION

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

VIII. MEDICAL AND MENTAL HEALTH CARE

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

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

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

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

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

IX. LIABILITY

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

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

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

X. SEVERABILITY

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

XI. SUPERSEDES OTHER AGREEMENTS

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

XII. ABIDE BY LAWS

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

XIII. AMENDMENT OF AGREEMENT

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

XIV. NOTICES

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

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

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

XV. TERMINATION OF AGREEMENT

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

XVI. INTERPRETATION OF THIS AGREEMENT

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

XVII. CONTRACT PERIOD AND RENEWAL

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

APPROVED:

APPROVED:

Logan County Board Chairman

McLean County Board Chairman

Date

Date

ATTEST:

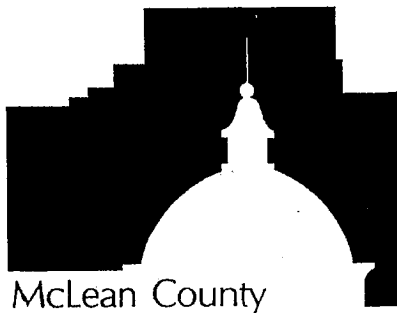
ATTEST:

Logan County Clerk

McLean County Clerk

Date

Date



Facilities Management

104 W. Front Street, P.O. Box 2400

Bloomington, Illinois 61702-2400

(309) 888-5192 voice

(309) 888-5209 FAX jack.moody@mcleancountyil.gov

To: The Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack E. Moody, CFM *Jack Moody*
Director, Facilities Management

Date: June 2, 2005

Subj: **Replacement Jail Roof Project**

Contained in the Adopted McLean County Budget for 2005 for the Law and Justice Center is a capital expenditure item to replace the original roof over the McLean County 1976 Jail. This current roof is almost 30 years old and is now beyond its useful life exhibiting many kinds of roofing problems which routine repairs will no longer satisfy. The FY 2006 Adopted Budget for this approved project is \$65,000.00.

On April 22, 2005, we publicly advertised and solicited bid proposals from professional commercial roofing contractors to replace the ballasted roof with a new twenty-year warranted Ethylene Propylene Diene Monomer (EPDM) fully-adhered roof over this section of the Jail.

We conducted a mandatory Pre-Bid Conference and Tour, as advertised, on May 2, 2005. A copy of Pre-Bid Conference and Tour sign-in sheet is attached

On May 26, 2005, we conducted a public bid opening, as advertised, attended by the County Auditor. We received and opened all bids as tabulated on the attached sheet. Peoria Roofing & Sheet Metal Company, Inc., submitted the lowest bid of \$62,000.00. A copy of their bid, Bid Bonds, and contract proposal is attached for your review.

We have contacted 12 prior clients of Peoria Roofing. All of these prior clients have stated that they are pleased with their new EPDM roof, they had no problems with this firm during installation, and would use this firm again.

The attached contract proposal has been reviewed by Mr. Eric T. Ruud, First Assistant States Attorney, who states that the contract proposal is consistent with similar contract proposals for replacement roofing of this nature at the County.

Replacement Jail Roof Project

June 2, 2005

Page two

Peoria Roofing has stated that they would like to begin the project as soon as the contract is endorsed. The McLean County Sheriff and Jail staff fully supports the replacement of this faulty roof.

Because the contract proposal of Peoria Roofing meets bid specifications, is under the approved budget threshold, and all references contacted have positively endorsed this firm, we therefore request and recommend the approval of the attached contract to replace the faulty Jail roof.

We are pleased to answer any questions you may have at this time.

Thank you for your kind consideration of this matter.

JEM:

Enclosures

Cc: Mr. Eric T. Ruud

Proposal



RECEIVED

JUN 02 2005

Facilities Mgt. Div.

307 Troth Street, Peoria, IL 61603 • Fax (309) 676-3831

May 31, 2005

Page 1 of 1

Proposal Submitted To: McLean County Attn: Jack Moody 104 W Front St Bloomington IL 61702-2400	Job Name and Location: McLean County Jail 104 W Front St Bloomington IL 61702-2400 Phone: (309) 888-5192
---	---

1. Tear off all existing roofing down to concrete deck and dispose of all debris.
2. Adhere 1/4" tapered EPS to concrete with Fast 100.
3. Adhere 1/4" Dens-Deck with Fast 100 to EPS board.
4. Adhere Fleeceback 115 with Fast 100 to Dens-Deck.
5. Adhere .060 EPDM to metal wall and term bar at top.
6. Furnish and install forty walk pads as per specifications.
7. Furnish and install 24 gauge steel prefinished Extruded Terminedge and rail cap.
8. Manufacturer's Twenty-year Golden Seal Total Systems Warranty.

Per Year.

Note: *16 MAN hours PUNCTURE WARRANTY FOR 20 YEARS. NON-ACCUMULATIVE*
 Our firm has received and reviewed the documents entitled "INVITATION TO BID" for the anticipated replaced McLean County Jail roof section. We have examined all documents regarding the project including drawings and attended the Mandatory Pre-Bid Conference and tour of this roof area. We, therefore, do herewith submit the following bid proposal to replace this roof of BUILDING.

We propose to furnish material and labor – complete in accordance with above specifications, for the sum of

Sixty-Two Thousand and No/100 Dollars (\$62,000.00)

Payment to be made as follows: Net due 10 days from the date of the invoice. Finance charge of 1.5% per month (18% per year) added on balance past due.

By authorization of: _____

Donald J. Dingledine

Note: We may withdraw this proposal if not accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified above. Payment will be made as outlined above.

Date of Acceptance _____

Signature: _____

Signature: _____

Please sign both copies. Return one copy to the address above and retain one copy for your records.

BIDDERS FORM

From:

Bidder's Firm Name: Peoria Roofing & Sheet Metal Co., Inc.

Bidder's Firm Address: 307 Troth Street

City/State/Zip Code: Peoria, IL 61603

Bidder's Telephone Number: (309) 676-2374

Bidder's FAX Number: (309) 676-3831

Bidder's E.mail address: peoriaroofing@mcleodusa.net

To: McLean County
104 W. Front Street
P.O. Box 2400
Bloomington, Illinois 61702-2400

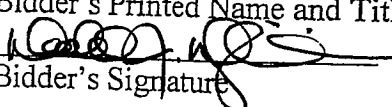
Dear COUNTY,

Our firm has received and reviewed the documents entitled "INVITATION TO BID" for the anticipated replaced McLean County Jail roof sections. We have examined all documents regarding the project including drawings and attended the Mandatory Pre-Bid Conference and tour of this roof area. We, therefore, do herewith submit the following bid proposal to replace this roof of BUILDING. (Please see next page.)

In submitting this bid proposal, we agree:

To hold our bid valid for at least sixty (60) days after the stated expiration date for receipt of all bids; to enter into and execute a roof replacement construction contract if awarded this project on the basis of our bid; to furnish all required documents as outlined in the bid packet; and to completely perform the roof replacement project in accordance with bid specifications. My signature below certifies that I am authorized by my firm to submit this bid on behalf of my firm.

Donald J. Dingleline, President
Bidder's Printed Name and Title

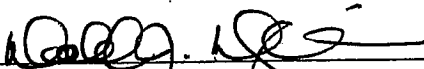

Bidder's Signature

Date Submitted May 26, 2005

BID

Peoria Roofing & Sheet Metal Co., Inc., a professional commercial roofing contractor licensed to do business in the state of Illinois, has entirely reviewed all bid documents and specifications to remove certain specified existing roof sections of the McLean County Jail roof and hereby proposes to replace this roof for the complete sum of \$62,000.00 dollars, and written in words Sixty-Two Thousand and No/100-----dollars, and if awarded this project by COUNTY can begin this project on June 2005 and complete this project on July 2005, including completion of any punchlist items.

Donald J. Dingleline, President
Printed Name of Officer of BIDDER


Signature of BIDDER

May 26, 2005
Date Submitted

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Peoria Roofing & Sheet Metal Co., 307 Troth Street, Peoria, IL 61603 (Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and Nationwide Mutual Insurance Co., 1100 Locust Street, Des Moines, IA (Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Illinois as Surety, hereinafter called the Surety, are held and firmly bound unto The County of McLean 104 W. Front Street, Bloomington, IL 61702 (Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid


Dollars (\$5% of Bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

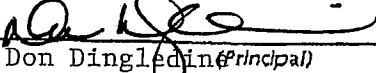
WHEREAS, the Principal has submitted a bid for McLean County Jail, 104 W. Front Street, Bloomington, IL 61702, Partial Roof Replacement. (Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

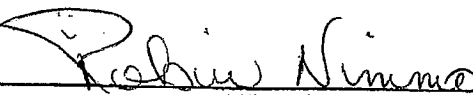
Signed and sealed this 13th day of May 2005 ~~XIX~~

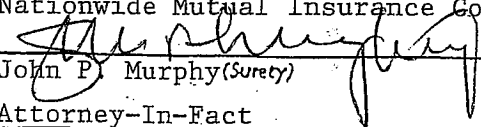
Peoria Roofing & Sheet Metal Co.


(Witness)


Don Dingle (Principal) (Seal)

President
(Title)
Nationwide Mutual Insurance Co.


(Witness)


John P. Murphy (Surety) (Seal)
Attorney-In-Fact
(Title)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT Nationwide Mutual Insurance Company, a corporation organized under the laws of the State of Ohio, with its principal office in the City of Columbus, Ohio, hereinafter called "Company", does hereby make, constitute and appoint JOHN P. MURPHY III ROBERT P. SCOTT

PEORIA IL

each in their individual capacity, its true and lawful Attorney-In-Fact with full power and authority to sign, seal, and execute in its behalf any and all bonds and undertakings and other obligatory instruments of similar nature in penalties not exceeding the sum of ONE MILLION AND NO/100 DOLLARS \$ 1,000,000.00 and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company.

"RESOLVED, that the President, or any Senior Vice President, Resident Vice President or Second Vice President by, and the same hereby is, authorized and empowered to appoint Attorneys-In-Fact of the Company and to authorized them to execute any and all bonds, undertakings, recognizances, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature which the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority. The authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such Attorneys-In-Fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company, subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto, provided, however, that said seal shall not be necessary for the validity of any such documents."

This Power of Attorney is signed and sealed by facsimile under and by the following By-Laws duly adopted by the Board of Directors of the Company.

ARTICLE VIII

"Section 10. Execution of instruments . Any Vice President and any Assistant Secretary or Assistant Treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts or other papers in connection with the operation of the business of the company in addition to the Chairman and Chief Executive Officer, President, Treasurer and Secretary; provided, however, the signature of any of them may be printed, engraved or stamped on any approved document, contract, instrument or other papers of the Company.

IN WITNESS WHEREOF, the said Nationwide Mutual Insurance Company has caused this instrument to be sealed and duly attested by the signature of its Vice President the 28th day of April, 1999.

ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF POLK SS



By: [Signature of Stephen S. Rasmussen]
President

On this 28th day of April, 1999, before me came the above named Vice President for Nationwide Mutual Insurance Company, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed thereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



[Signature of Sandy Alitz]
Notary Public
My Commission expires March 24, 2005

CERTIFICATE

I, John F. Delaloye, Assistant Secretary of Nationwide Mutual Insurance Company, do hereby certify that the Resolution included herein is a true and correct transcript from the minutes of the meeting of the Board of Directors duly called and held on the 6th day of September, 1967, and the same has not been revoked or amended in any manner; that said Stephen S. Rasmussen was on the date of the execution of the foregoing Power of Attorney the duly elected Vice President of Nationwide Mutual Insurance Company and the corporate seal and his signature as Vice President were duly affixed and subscribed to the said instrument by the authority of said Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13th day of May, 2005



[Signature of John F. Delaloye]
Assistant Secretary

05256

This Power of Attorney expires

09/15/07

**Bid Opening Tabulation Sheet:
McLean County Jail Roof Replacement Project
Law and Justice Center
104 W. Front Street, Bloomington, Illinois
Thursday, May 26, 2005, at 2:00 p.m.**

<u>Roofing Firm:</u>	<u>Bid:</u>	<u>Attended Mandatory Pre-Bid Conference and Tour</u>
1. <u>ACME Roofing</u>	<u>\$ 73,400.00</u>	<u>✓</u>
2. <u>PEORIA Roofing</u>	<u>\$ 62,000.00</u>	<u>✓</u>
3. <u>Union Roofing</u>	<u>\$ 85,800.00</u>	<u>✓</u>
4. <u>Meyer Roofing</u>	<u>\$ 65,000.00</u>	<u>✓</u>
5. <u>CRAFTMASTERS, Inc.</u>	<u>\$ 88,000.00</u>	<u>✓</u>
6. _____	\$ _____	_____
7. _____	\$ _____	_____

Officiated by:

Jack Moody
Jack E. Moody, CFM, Director
Facilities Management

Connie Johnson
County Auditor

Mandatory Pre-Bid Meeting Sign-In Sheet
Monday, May 2, 2005 at 9:30 a.m.
Jail Roof Replacement Project
Law and Justice Center Room 700

<u>Printed Name:</u>	<u>Signed Name:</u>	<u>Firm Representing:</u>
1. JACK MOODY	J. Moody	MCLEAN COUNTY
2. TOM HAWK	T. Hawk	McLean County
3. DAVE NAFFERTER	Dave Naffert	ACME RFR & S/R Co
* 4. BILL BRACKEN	Bill Bracken	LEDRIA PROFILING & PAT. Mfg. Co.
5. K.K. KWITLOSKI	K.K. Kwitloski	Wood Rosting Falls
6. ROBERT MEYER	Robert L. Meyer	MEYER FORMER INC
7. MARK RANDES	Mark Randes	CRAFTMASTER'S, INC.
8. Denny Beckerman	Denny Beckerman	Lucas Sales
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____