



**JUSTICE COMMITTEE AGENDA
Government Center, Room 400**

Monday, June 6, 2005

5:00 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – May 2, 2005
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Sandy Parker, McLean County Circuit Clerk
 - 1) Items to be Presented for Information:
 - a) Statistical Reports, April 2005 1-9
 - b) General Report
 - c) Other
 - B. Beth C. Kimmerling, McLean County Coroner
 - 1) Items to be Presented for Action:
 - 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 10-11
 - 2) Items to be Presented for Information:
 - a) Monthly Report, April 2005 12
 - b) General Report
 - c) Other

- C. Billie Larkin, Director, Children's Advocacy Center
- 1) Items to be Presented for Information:
 - a) Receipt of Certificate of Compliance with National CASA Standards for Member Programs 13
 - b) Monthly Statistical Report 14
 - c) CASA Report 15
 - d) General Report
 - e) Other
- D. Tony Cannon, Director, MetCom
- 1) Items to be Presented for Information:
 - a) MetCom Problem Reports 16-26
 - b) General Report
 - c) Other
- E. Bill Gamblin, Director, 911 Administration
- 2) Items to be Presented for Information:
 - a) Status Reports, April 2005 27-31
 - b) General Report
 - c) Other
- F. David Owens, McLean County Sheriff
- 1) Items to be Presented for Action:
 - a) Request Approval of an Intergovernmental Agreement by and between the County of McLean, the McLean County Sheriff and the Bloomington-Normal Airport Authority 32-36
 - b) 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 37-38
 - c) Request Approval to Enter into a Contract with Securus Technologies to Provide Inmate Telephone Services 39-42
 - 2) Items to be Presented for Information:
 - a) McLean County Detention Facility Population Report, May 2005 43-44
 - b) General Report
 - c) Other

- G. Bill Yoder, McLean County State's Attorney
- 1) Items to be Presented for Action:
 - a) 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 45-107
 - 2) Items to be Presented for Information:
 - a) General Report 108-109
 - b) Other
- H. Amy Davis, Public Defender
- 1) Items to be Presented for Information:
 - a) Monthly Caseload Report, April 2005 110-112
 - b) General Report
 - c) Other
- I. Roxanne Castleman, Director, Court Services
- 1) Items to be Presented for Action:
 - a) Request Approval of a Contract Extension for Logan County's Bed Space at the Juvenile Detention Center 113-118
 - 2) Items to be Presented for Information:
 - a) Court Services Adult/Juvenile Division Statistics, April 2005 119-120
 - b) Juvenile Detention Center – McLean County Statistics, 2005 121-122
 - c) Juvenile Detention Center – Out of County Statistics, 2005 123-124
 - d) General Report
 - e) Other
- J. John Zeunik, County Administrator
- 1) Items to be Presented for Information:
 - a) General Report
 - b) Other
5. Other Business and Communication
 6. Recommend payment of Bills and Transfers, if any, to the County Board
 7. Adjournment

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

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
Adoption	31	AD	12	0	9	34	23
Arbitration	277	AR	53	4	74	260	249
Chancery	184	CH	21	0	28	177	164
Dissolution of Marriage	449	D	57	2	54	454	589
Eminent Domain	8	ED	0	0	0	8	3
Family	194	F	36	0	16	214	178
Law => \$50,000 - Jury	290	L	6	0	3	293	246
Law => \$50,000 - Non-Jury	146	L	4	0	6	144	125
Law = < \$50,000 - Jury	8	LM	0	0	0	8	10
Law = < \$50,000 - Non-Jury	154	LM	60	1	94	121	128
Municipal Corporation	1	MC	0	0	0	1	1
Mental Health	8	MH	10	0	13	5	8
Miscellaneous Remedy	157	MR	32	0	13	176	154
Order of Protection	13	OP	9	0	6	16	10
Probate	1,068	P	33	0	22	1,079	1,120
Small Claim	510	SC	201	37	289	459	416
Tax	5	TX	0	0	0	5	10
TOTAL CIVIL	3,503		534	44	627	3,454	3,434

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

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONTEMPT OF COURT	5	C.C.	1	1	0	3	3	8
CRIMINAL FELONY	861	CF	98	98	3	94	868	818
CRIMINAL MISDEMEANOR	1,029	CM	204	204	0	172	1,061	996
TOTAL CRIMINAL	1,895		303	303	3	269	1,932	1,822

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

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
JUVENILE	25	J	0	0	0	3	22	27
JUVENILE ABUSE & NEGLECT	305	JA	14	14	0	17	302	229
JUVENILE DELINQUENT	80	JD	20	20	13	11	102	118
TOTAL JUVENILE	410		34	34	13	31	426	374

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

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2005	END PENDING 2004
CONSERVATION VIOLATION	9	CV	5	0	2	12	16
DRIVING UNDER THE INFLUENCE	493	DT	70	0	93	470	432
ORDINANCE VIOLATION	787	OV	200	0	153	834	905
TRAFFIC VIOLATION	14,926	TR	2,889	31	3,234	14,612	15,257
TOTALS:	16,215		3,164	31	3,482	15,928	16,610

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

CASE NUMBER	FILING DATE	DATE OF VERDICT
02 L 99	06/25/02	04/13/05
03 L 43	03/21/03	04/13/05
04 CF 441	05/07/04	04/28/05
04 DT 39	01/15/04	04/14/05
04 OV 1990	11/23/04	04/12/05

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
DURING THE MONTH OF APRIL 2005
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

NOLLE	NOT CONVICTED						CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
12	0	11	0	1	0	1	64	2	3	94

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

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

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES⁽¹⁾
THROUGH THE MONTH OF APRIL 2005
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	NOT CONVICTED							CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
						BENCH TRIAL	JURY TRIAL				
JAN	4	0	8	0	0	0	1	54	0	0	67
FEB	14	0	5	2	0	0	1	76	0	0	98
MAR	18	0	11	0	1	2	0	74	3	3	112
APR	12	0	11	0	1	0	1	64	2	3	94
MAY											
JUNE											
JULY											
AUG											
SEPT											
OCT											
NOV											
DEC											
TOTAL	48	0	35	2	2	2	3	268	5	6	371

1) NOT NECESSARILY DIFFERENT DEFENDANTS

2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDAR, AND EXTRADITION PROCEEDING FILED AS A FELONY.

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

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

TOTAL NUMBER OF CONVICTED FELONIES: 69
(FROM REPORT F)

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	0	0	0	0	0	0	0
3. IDOC	0	0	3	6	4	18	31
4. PROBATION	0	0	0	4	7	25	36
5. OTHER	0	0	0	0	0	2	2
TOTALS:	0	0	3	10	11	45	69

* Conditional Discharge

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

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	1	0	0
FAMILY (OP)	4	1	1
CRIMINAL	1	1	3
TOTAL:	6	2	4

**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

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

	APR 2005	APR 2004	TYTD 2005	LYTD 2004
<i>Cases</i>	78	65	301	291
<i>Autopsies</i>	4	7	29	34
<i>Out/County Autopsies</i>	25	32	106	140
<i>Inquests</i>	3	3	23	23

TOTAL DEPOSITS

	BUDGET	ACTUAL
<i>Copy Fees</i>	\$6,000.00	\$2,853.00
<i>Morgue Fee</i>	\$30,500.00	\$ 18,936.00
<i>Reim/Services</i>	\$250.00	\$0.00
<i>Paid to Facilities Mgt</i>	\$0.00	\$5,724.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 3

Medical/Sudden death – 1

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 0

OPEN DEATH INVESTIGATIONS

Traffic Crash – 3 Homicide – 2

Medical/Sudden death – 1 Other/Pending - 4

Certificate of Compliance

With National CASA Standards for Member Programs

McLean County CASA

**Demonstrates quality program management
utilizing the Standards Self-Assessment Instrument,
as of April 2005**



Michael S. Piraino


Michael S. Piraino
CEO, National CASA Association

Marcia R. Simk

Marcia R. Simk
Board President, National CASA Association

McLean County Children's Advocacy Center Monthly Statistics

April, 2005

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

**CASA Report
April 2005**

The CASA Assignments for April:

5 Volunteers Assigned
7 New Children Served, ages 0-15

The April Program Statistics:

20 Cases Assigned to Date
85 Active CASA Volunteers
150 McLean County Children Served
26 Court Hearings Attended
13 Court Reports Filed

Program Updates:

The CASA program has been actively assigning cases, referred by the Judge to the new class of volunteers that completed training in March. The Center for Human Services provided a Lunch and Learn In-Service on April 13, 2005. The CASA program has been actively recruiting to prepare for the fall class in McLean County, and we have 5 people that are interested in attending the summer class.

The CASA program has completed a Self-Assessment of Quality Assurance, and received a "Certificate of Compliance" with National CASA Standards for Member Programs. This recognition states that "McLean County CASA demonstrates quality program management utilizing the Standards Self-Assessment Instrument, as of April 2005". The CASA program was proud to receive this recognition. The CASA program will be again evaluated in 2 years.

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4450	4/1/2005	3/19/2005	15:54
CAD#:	Shift:	Location of Incident:			
2005-14408	Second	902 Turnberry			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Gleason	Closed	4/11/2005	Founded
Nature Of Complaint:					
Ofc Albert was assisting A49 in locating a suspect in the area of 902 Turnberry. Ofc Albert had been there for sometime & there was back and forth radio traffic between A49 & A32 during the call. Dispatch then asked Ofc Albert if he had cleared his pedestrian stop on 11th Street. Ofc Albert was never on 11th Street or was on a pedestrian stop. Officer Albert questioned the TC regarding this & then checked his MDC & noticed that he had been cleared from 902 Turnberry & placed out at 1125 11th Street while he was still on the Turnberry call.					
Results:					
T/C had wrong officer assigned to the Pedestrian Stop.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4451	4/1/2005	3/31/2005	15:36
CAD#:	Shift:	Location of Incident:			
2005-14718	Second	1101 E Jefferson			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
McKinney		Gleason	Closed	4/11/2005	Unfounded
Nature Of Complaint:					
Ofc McKinney & Ofc Buchanan were detailed from the front desk to escort a woman to the Neville house to retrieve an emergency phone & then to her residence, 803 N Roosevelt, to pick up property. During this entire call which lasted 47 minutes neither officer received a status check from Metcom. Both officers were concerned as this pertains to an officer safety issue.					
Results:					
Several transmissions occurred between officers & T/C during the initial portion of the call. Since the call is a low priority, status checks are 20 minutes after the last transmission to the T/C. One of the officers onscene cleared at the 20 minute mark (which would have been the time the T/C would have checked status). Due to the officer initiating a transmission, checking status then became null and void.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4452	4/1/2005	3/27/2005	22:45
CAD#:	Shift:	Location of Incident:			
2005-15843	Second	26 Bandecon Way			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smith		Gleason	Closed	4/11/2005	Combination
Nature Of Complaint:					
<p>On 03/28 at approx 0028 hrs, Metcom dispatched Ofc Smith to this address for a residential burglary rpt. The MDC notes stated that the victim was unsure if the suspect was still in the residence. It also stated that the victim believed the suspect was inside the residence when he came home. The call came in to Metcom at approx 2247 hrs & the call was held by Sgt. Scott for 3rd shift. The 3/4 officer (White) was sent to a call once he cleared BPD. Ofc Smith was the area 2 ofc & didn't get a dispatch until 2345 hrs (which was to look for a vehicle in area 3 for ISP). While looking for the vehicle in area 3 on the 2345 hrs call, Metcom sent him a message telling him that they had a call holding from 2247 hrs. (The message was sent to Ofc Smith at approx 0025 hrs). Ofc Smith left BPD at approx 2320 hrs. Ofc Smith states he was available until the 2345 hr call. The webview notes stated the caller was home for approx one hour before calling Metcom (which is why Sgt. Scott may have held the call for 3rd shift). Ofc Smith questioning why this call was held for an additional 88 mins once 3rd shift started.</p>					
Results:					
<p>Agency put call on hold for 3rd shift. T/C was involved with 10-33 traffic for an open door call at 913 Vale. Once 10-33 traffic was cancelled, an assist other agency call came in from ISP. The assist other agency incident was deemed by the T/C to be of higher priority than the cold call put on hold per your agency. Unable to determine what other activity was occurring in the room (besides radio traffic) for the T/C to have dispatched the officer sooner on the cold call being held.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4449	4/1/2005	3/17/2005	16:44
CAD#:	Shift:	Location of Incident:			
2005-14006	Second	900 N Oak			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Gleason	Closed	4/11/2005	Unfounded
Nature Of Complaint:					
<p>Officer McGonigle was on a call in the 900 block of N Oak near Bent School & requested another unit due to people screaming at him. Officer Albert responded to assist and enroute noticed that the dispatch screen showed the call was on College Street. Officer Albert informed MetCom that the College Street location was wrong and requested the TC change the call to the correct address. After clearing the call Officer Albert again noticed on the dispatch screen that the call had not been changed to the correct address of the call.</p>					
Results:					
<p>A36 (McGonigle) was dispatched to the complainant's address at 902 College. After A36 spoke with the complainant, he adv'd T/C that he would be going over to an address on Oak by Empire. Once A36 found the address (920 N. Oak) the T/C updated his location within the call (see the comments in the call). A36 requested A25 (Albert) to come to his present location & gave it over the radio as 920 N. Oak. 902 College is the origin of the call/where the complainant requested the officer. 920 N. Oak is the address the officer went to AFTER speaking with the complainant (to retrieve the complainant's property).</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4463	4/15/2005	4/13/2005	12:00
CAD#:	Shift:	Location of Incident:			
	First	1608 E. Empire4			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Lt. Butcher	Buchanon	Closed	4/25/2005	Unfounded	
Nature Of Complaint:					
Call received, toned and dispatched as a crime in progress at Midwest Exchange. Caller stated "sorry but it was a false alarm". TC did not relay this information to the Officers. The Lt. watching the screen advised the units of the comment.					
Results:					
TC dispatched based on information provided by the caller. Officer arrived on scene while call taker was commenting the call and 2nd TC verifying information with the business. Before verification was complete, BPD Command advised the Officers of the comment without details or verification. When the TC received the facts with the details from the business the information was relayed to the Officers accordingly.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4453	4/15/2005	3/26/2005	15:56
CAD#:	Shift:	Location of Incident:			
	Second	905 W. Jefferson			
Reported By:	Person Assigned:	Status:	Agency Notified:	Findings:	
Albert	Buchanon	Closed	4/25/2005	Unfounded	
Nature Of Complaint:					
Ofcr dispatched on a complaint of loose rabbits fornicating under the porch of a residence. The caller was frustrated and mad at the Call-taker for dispatching the police after she specifically told them not to send an Officer. The Caller asked for the number of Animal Control and was told she could not have the number but Metcom could only page them out. She again requested the number and got into an argument with the Call-taker who insisted that a police Officer be sent out. She did not understand why Police was being sent to check on rabbits. She was apologetic and embarassed for wasting the Ofcr's time.					
Results:					
Tape findings - Caller complained of rabbits that belong to her neighbor that were allowed to run loose in the neighborhood and they were breeding under her porch. The TC offered to page Animal Control and the caller advised she had already talked to the Humane Society last year and traps were set but none were caught. The caller never requested Animal Control and there was no agruement between the caller and the TC. The caller was frustrated because of the on-going problem but never had anger in her tone toward the TC. The caller requested if she could put down poison and the TC didn't think that was a good idea and an Officer would be sent out to talk to her. After contacting the caller she stated the Officer's stated he did not know why he was sent because there was nothing he could do about the rabbits and she agreed.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4462	4/15/2005	3/26/2005	15:56
CAD#:	Shift:	Location of Incident:			
	Second	905 W. Jefferson			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
McKinney		Buchanon	Open	5/2/2005	Founded
Nature Of Complaint:					
Officer cleared from a call and was acknowledge by the TC. 39 minutes later he noticed TC had not cleared him from the call. No status checks during this time.					
Results:					
TC acknowledged Ofcr when he cleared and clicked reset timer instead of available. TC advised he knew the Ofcr had cleared therefore he had no reason to initiate the one status check that would have been required.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Ellsworth Fire Protection District		3924	4/20/2005	4/4/2005	6:30
CAD#:	Shift:	Location of Incident:			
	Second	25017E 1400N Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Whitlock		Buchanon	Closed	4/27/2005	Founded
Nature Of Complaint:					
Ellsworth not paged out on a meical call that border both Ellsworth and Cooksville.					
Results:					
TC disdpatched solely on recommended response buit into CAD. Ellsworth was not recommended. Currently working on getting dual response plans on 1400N Rd buit into the CAD. TCs advised to verify locations on the map.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Ellsworth Fire Protection District		3922	4/20/2005	4/18/2005	7:53
CAD#:	Shift:	Location of Incident:			
	First	2850E & 1400N Rd			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Whitlock		Buchanon	Closed	4/27/2005	Founded
Nature Of Complaint:					
Ellsworth not paged out on a meical call that border both Ellsworth and Cooksville.					
Results:					
TC disdpatched solely on recommended response buit into CAD. Ellsworth was not recommended. Currently working on getting dual response plans on 1400N Rd buit into the CAD. TCs advised to verify locations on the map.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4454	4/20/2005	3/31/2005	17:05
CAD#:	Shift:	Location of Incident:			
2005-16595	Second	10 Strawflower			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Gleason	Closed	5/9/2005	Unfounded
Nature Of Complaint:					
Ofc Albert was dispatched out of his area to investigate kids playing in the streets & loud music nearby #10 Strawflower. Ofc Albert was unsure as to what he could do to stop the children from playing in the street since this address is a private road in the trailer park but was willing to check out the complaint. Once Ofc Albert arrived he discovered that there was already a BPD unit on Cornflower Street in the trailer court, which is near the Strawflower location, speaking with residents. The other BPD Ofc was not advised of any problems with kids or loud music & would have handled the complaint since he was already in the trailer court. Instead Ofc Albert was sent out of his area to handle this call during a busy time which turned out to be no problem at all.					
Results:					
The other BPD unit was F1 who had been sent on a CDP call at 1638 hours. F1 followed-up at 1201 Omega, 1521 Gamma & 21 Cornflower during his call. F1 did not clear from his call until 1735 hours.					
A25 was available & sent to 10 Strawflower at 1724 hours. He cleared at 1736 hours.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4455	4/27/2005	4/25/2005	18:46
CAD#:	Shift:	Location of Incident:			
2005-21637	Second	700 W. Locust			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
McKinney		Gleason	Closed	5/3/2005	Combination
Nature Of Complaint:					
Ofc McKinney was on a T-stop & was adv'd by T/C that the 10-28 had suspended plates. While Ofc Lynn was assisting he began to fill out the tow sheet according to the ordinance & he asked the T/C for 10-28 return again to obtain info for the tow sheet. When Ofc Lynn was given the 10-28 he realized that the T/C had given the officers an incorrect 10-28 return for the vehicle & the plates were not suspended. The driver of the vehicle was then released with a written warning. This error could have resulted in the vehicle being wrongly towed for suspended plates when in fact they were not suspended.					
Results:					
Ofc gave 28 of 1LILY twice at time of stop. T/C entered it into leads wrong - as 1LILY. T/C read back the 28 of 1LILY twice and ofc didn't catch it. Ofc later stated he was going to read it back to T/C again as it was partially obstructed but never did. The backup ofc req'd a 28 verification 14 minutes later & that's when it was discovered the wrong plate was run.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4457	4/27/2005	3/1/2005	21:13
CAD#:	Shift:	Location of Incident:			
2005-10938	Second	35 Stonebrook Ct.			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Fever		Gleason	Closed	5/3/2005	Combination
Nature Of Complaint:					
This call was entered by T/C as a Criminal Damage Property call when it appears to clearly be a Residential Burglary. Due to the rash of burglaries in this area it is very important that these calls be entered properly. The Crime Analyst cannot properly keep track of these calls if they are not entered with the correct offense unless he checks every call in WebView.					
Results:					
T/C has been spoken to. Ofc responding to this call could have notified the T/C to change it to residential burglary if he clearly thought it to be such.					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4458	4/27/2005	4/25/2005	16:15
CAD#:	Shift:	Location of Incident:			
2005-21609	Second	716 Arcadia			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Karstens		Gleason	Closed	5/3/2005	Unfounded.
Nature Of Complaint:					
Ofcs were sent to a Disorderly Conduct call at 716 Arcadia. While enroute to the call it was put into the call comments the male subject involved, David Cadwallader dob/032985 was wanted per EJS. Once the officers arrived they discovered the person that the officers were responding to was not the person that was entered into the comments by the T/C The subject the ofcs were looking for was David Cadwallader dob/070867 & he was not wanted. The T/C assumed the wanted person in EJS was the subject the ofcs would be dealing with & the T/C did not wait to find out the info on the person that the ofcs actually were out with.					
Results:					
TC gave info to ofcs while they were enroute to the call as an Officer Safety Precaution. TC stated over the air prior to their arrival onscene that there was a David Cadwallader - born in 85 - in ejs that was 99.					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4459	4/27/2005	4/25/2005	15:05
CAD#:	Shift:	Location of Incident:			
2005-21595	Second	902 W. Jefferson			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smallwood		Gleason	Open		
Nature Of Complaint:					
<p><i>Ofc Smallwood was dispatched to a stolen bicycle call but was unsure if he was meeting the caller at their residence or being dispatched to where the bicycle had been taken. Ofc Smallwood was trying to get updated info on the call but the T/C was not relaying any info on the call except to meet the caller reference a stolen bicycle. Ofc Smallwood noted that this call had been held for 2 hrs & 14 min's but was not sure why because the Desk Sgt hadn't been notified of the call holding. When Ofc. Smallwood inquired why the call was held he was told by the T/C that there was no one to send. Ofc Smallwood & Ofc McKinney were the two area ofcs & within that time frame either of the ofcs could have been sent on this call. Ofc Smallwood also stated that when he arrived on the call, the caller stated that she had called MetCom to cancel the call but was told the call couldn't be cancelled & the caller would just have to let the ofc know when he arrived. Ofc Smallwood did contact the T/C after the call & was told the caller did not call back to cancel the call.</i></p>					
Results:					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4438	4/27/2005	4/13/2005	19:44
CAD#:	Shift:	Location of Incident:			
2005-19153	Second	Washington/Clinton			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Albert		Gleason	Closed	5/3/2005	Unfounded
Nature Of Complaint:					
<p><i>Ofc Albert was dispatched to an airplane flying circles over Bloomington & appeared to be spraying an unknown mist in the area of Clinton/Washington. When Ofc Albert asked the T/C what he was supposed to do, Ofc Albert was told "we're still trying to figure that out." Maybe a better approach to this call could have been that the T/C contact the tower at the airport in regards to the plane instead of just sending an officer. Ofc Albert did locate a National Guard C-130 transport flying in pattern as it waited to land at the airport, the mist was the exhaust from the plane.</i></p>					
Results:					
<p><i>Ofc Albert was sent to the area to verify if what the caller said was accurate. Albert immediately responded with "and what am I supposed to do about the plane?". BPD units A21 & A36 were nice enough to tell the T/C that they confirmed the story about the plane & that it was Army transports & that the "mist" was their exhaust. These officers also told Albert he could clear the call. ***All of this took less than two minutes.***</i></p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4464	5/5/2005	4/18/2005	16:22
CAD#:	Shift:	Location of Incident:			
2005-20215	Second	Vets/Morris & Hickory/Oak			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Smallwood		Gleason	Closed	5/9/2005	Unfounded
Nature Of Complaint:					
<p>Ofc Smallwood ran a 10-28 on his MDT & came back w/what he believed was a hit on the driver. Ofc Smallwood asked TC to run the same plate & see if the warrant was valid. The TC acknowledged 10-4 & then went on to dispatch calls & handle traffic for other units. After several moments passed Ofc Smallwood asked for the return he had just requested & was told it had not been run yet. Ofc Smallwood adv'd he was following the veh & needed a return, again Ofc Smallwood had to ask for the return & then was told it returned "no record on file". Ofc Smallwood knew this was not the case but was unable to verify this on his screen due to the volume of traffic he was in at 1630 hrs on Veterans. Ofc Smallwood again requested the 10-28 return & stated he needed it as soon as possible. Ofc Smallwood still did not get his return & pulled traffic on the vehicle as it pulled into a driveway at Hickory/Oak. When the TC did return the 10-28 she stated it did not return w/a 10-27 return, however when Ofc Smallwood ran it on his MDT it did return. This turned out to be a felony warrant & Ofc Smallwood took the subject into custody without incident. Ofcs make requests for LEADS info because they cannot always run LEADS or read the returns on the MDT's due to driving in traffic & not all squad cars have MDT's. Tape was requested but unable to specifically be located with all the information prior to stop.</p>					
Results:					
<p>1-TC acknowledged Smallwood & yes TC continued to handle other ofcs radio traffic. TC is not one officer's personal TC but the TC for all BPD officers working the street-(who happened to have calls of their own plus pulled traffic).</p> <p>2-In FIVE minutes (from the 1st request to the 99 being toned out) Smallwood req'd a return FOUR times (with no regard for walking all over his co-workers radio traffic).</p> <p>3-At NO TIME did the TC tell the officer "no record on file".</p> <p>4-Smallwood never advised the TC that he had pulled traffic on the vehicle until after he had already done so.</p> <p>5-TC ran the plate Z2 originally & immediately thereafter ran the driver & found the hit.</p> <p>*** Remember this all occurred within 5 minutes ***</p>					

Problem Reports

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4456	5/5/2005	4/25/2005	23:59
CAD#:	Shift:	Location of Incident:			
2005-21683	Third	511 W. Mulberry			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Kosack		Gleason	Closed	5/9/2005	Unfounded
Nature Of Complaint:					
<p>Starting on 4/25/05 Ofc Kosack had 3 separate contacts w/James Gaddis, arresting him on the last incident. When dealing w/Gaddis on the 1st incident Ofc. Reigelein ran Gaddis & Metcom advd he was a Sex Offender. After Gaddis was arrested, Ofc Kosack informed the female involved that Gaddis was a Sex Offender since she had small children at her residence. This greatly concerned the female since she was unaware of this & DCFS would now be involved. When Ofc. Kosack was transporting Gaddis to jail he contacted Metcom about the address shown for Gaddis for his Sex Offender Registry. Metcom then advd Gaddis was not a Sex Offender & that had been a mistake when the info was given the first time. The TC stated that the info had been corrected earlier & put out when the mistake was discovered. However, Ofc's Kosack & Reigelein were unaware of this information & did not copy if it was given to them because Gaddis was being very difficult to deal with & screaming & yelling at the officers. Neither Ofc's Reigelein or Kosack were aware of the corrected info & neither acknowledge the TC. Ofc did contact the female part & corrected the info with her but Gaddis has since come to BPD to file a complaint on the ofcs for giving out info that he was a sex offender. Tape also requested on this incident.</p>					
Results:					
<p>On the 2nd incident the supposed "sex offender" record was brought up by the TC - who immediately advised the officers to 10-12, he was thinking about a different guy (Roy Baker). On the 3rd incident Kosack was still on-scene when he asked the TC for the address on the Sex offender record. The TC re-iterated to Kosack that Gaddis was NOT a sex offender & that he had been thinking of someone else but couldn't remember the name & to stand by, he would look it up. Kosack adv'd the TC if Gaddis was NOT the sex offender then 10-22 looking it up. At which point the TC advised that the sex offender he had been thinking of was Roy Baker (not James Gaddis). Kosack then transported Gaddis to County.</p>					

Agency:		Report#	Date Received	Incident Date:	Incident Time:
Bloomington Police Department		4460	5/5/2005	4/22/2005	21:43
CAD#:	Shift:	Location of Incident:			
2005-21110	Second	1304 Dolphin			
Reported By:		Person Assigned:	Status:	Agency Notified:	Findings:
Sicinski		Gleason	Open		
Nature Of Complaint:					
<p>Ofc's were sent to a Home Invasion at 1304 Dolphin in Bloomington. The ofc's arrived at 21:36 but were unable to locate any such call or address in Bloomington. It was determined that the call was actually coming from 1304 Dalton in Normal, NPD was then dispatched and they arrived at 21:55 hrs. This call became very confusing for everyone but maybe to avoid this type of confusion again the TC could ask if the caller is in Bloomington or Normal. This was potentially serious call to have such a delay in getting ofcs dispatched to the correct address.</p>					
Results:					

Open Problem Reports

Date Received:	Report#:	Date of Incident:	Originating Agency:	CAD#:	Assigned
4/27/2005	4459	4/25/2005	Bloomington Police Department	2005-21595	Gleason
5/5/2005	4460	4/22/2005	Bloomington Police Department	2005-21110	Gleason

Thursday, May 12, 2005

2005 Problem Report Totals

Bloomington Fire Department

Founded 2

Unfounded 2

Bloomington Police Department

Combination 4

Forwarded 1

Founded 12

Open 2

Unfounded 11

Chenoa Police Department

Founded 1

Colfax Fire Department

Founded 1

Ellsworth Fire Protection District

Founded 2

MetCom

Unfounded 2

Normal Police Department

Founded 3

Requested period:
From: 01-Apr-2005 00:00:00
Until: 30-Apr-2005 23:59:59

Daily Incoming Call Types

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

My Company
Report run: 09-May-2005 15:14:57
Run by operator: My Name
Add more info here...

Date	Total	Admin	911	Wireline	Wireless	TTY	Abandoned
01-Apr-2005	686	423 (61.7%)	263 (38.3%)	129 (49.0%)	134 (51.0%)	0 (0.0%)	10 (3.8%)
02-Apr-2005	627	419 (66.8%)	208 (33.2%)	124 (59.6%)	84 (40.4%)	0 (0.0%)	9 (4.3%)
03-Apr-2005	597	389 (65.2%)	208 (34.8%)	96 (46.2%)	112 (53.8%)	0 (0.0%)	9 (4.3%)
04-Apr-2005	559	400 (71.6%)	159 (28.4%)	78 (49.1%)	81 (50.9%)	0 (0.0%)	3 (1.9%)
05-Apr-2005	611	416 (68.1%)	195 (31.9%)	93 (47.7%)	102 (52.3%)	0 (0.0%)	3 (1.5%)
06-Apr-2005	404	258 (63.9%)	146 (36.1%)	83 (56.8%)	63 (43.2%)	0 (0.0%)	3 (2.1%)
07-Apr-2005	0	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)	0 (0.0%)
08-Apr-2005	583	341 (58.5%)	242 (41.5%)	80 (33.1%)	162 (66.9%)	0 (0.0%)	10 (4.1%)
09-Apr-2005	876	479 (54.7%)	397 (45.3%)	144 (36.3%)	253 (63.7%)	0 (0.0%)	18 (4.5%)
10-Apr-2005	596	394 (66.1%)	202 (33.9%)	109 (54.0%)	93 (46.0%)	0 (0.0%)	7 (3.5%)
11-Apr-2005	570	435 (76.3%)	135 (23.7%)	77 (57.0%)	58 (43.0%)	0 (0.0%)	4 (3.0%)
12-Apr-2005	546	364 (66.7%)	182 (33.3%)	105 (57.7%)	77 (42.3%)	0 (0.0%)	11 (6.0%)
13-Apr-2005	544	371 (68.2%)	173 (31.8%)	90 (52.0%)	83 (48.0%)	0 (0.0%)	11 (6.4%)
14-Apr-2005	540	367 (68.0%)	173 (32.0%)	105 (60.7%)	68 (39.3%)	0 (0.0%)	3 (1.7%)
15-Apr-2005	715	507 (70.9%)	208 (29.1%)	88 (42.3%)	120 (57.7%)	0 (0.0%)	12 (5.8%)
16-Apr-2005	697	471 (67.6%)	226 (32.4%)	114 (50.4%)	112 (49.6%)	0 (0.0%)	9 (4.0%)
17-Apr-2005	655	443 (67.6%)	212 (32.4%)	102 (48.1%)	110 (51.9%)	0 (0.0%)	13 (6.1%)
18-Apr-2005	796	485 (60.9%)	311 (39.1%)	220 (70.7%)	91 (29.3%)	0 (0.0%)	10 (3.2%)
19-Apr-2005	708	446 (63.0%)	262 (37.0%)	183 (69.8%)	79 (30.2%)	0 (0.0%)	6 (2.3%)
20-Apr-2005	716	445 (62.2%)	271 (37.8%)	167 (61.6%)	104 (38.4%)	0 (0.0%)	6 (2.2%)
21-Apr-2005	623	424 (68.1%)	199 (31.9%)	144 (72.4%)	55 (27.6%)	0 (0.0%)	14 (7.0%)
22-Apr-2005	640	427 (66.7%)	213 (33.3%)	120 (56.3%)	93 (43.7%)	0 (0.0%)	10 (4.7%)
23-Apr-2005	570	407 (71.4%)	163 (28.6%)	87 (53.4%)	76 (46.6%)	0 (0.0%)	9 (5.5%)
24-Apr-2005	502	331 (65.9%)	171 (34.1%)	91 (53.2%)	80 (46.8%)	0 (0.0%)	6 (3.5%)
25-Apr-2005	598	417 (69.7%)	181 (30.3%)	110 (60.8%)	71 (39.2%)	0 (0.0%)	7 (3.9%)
26-Apr-2005	624	432 (69.2%)	192 (30.8%)	103 (53.6%)	89 (46.4%)	1 (0.5%)	11 (5.7%)
27-Apr-2005	517	358 (69.2%)	159 (30.8%)	84 (52.8%)	75 (47.2%)	0 (0.0%)	10 (6.3%)
28-Apr-2005	628	468 (74.5%)	160 (25.5%)	86 (53.8%)	74 (46.2%)	0 (0.0%)	7 (4.4%)

Daily Incoming Call Types

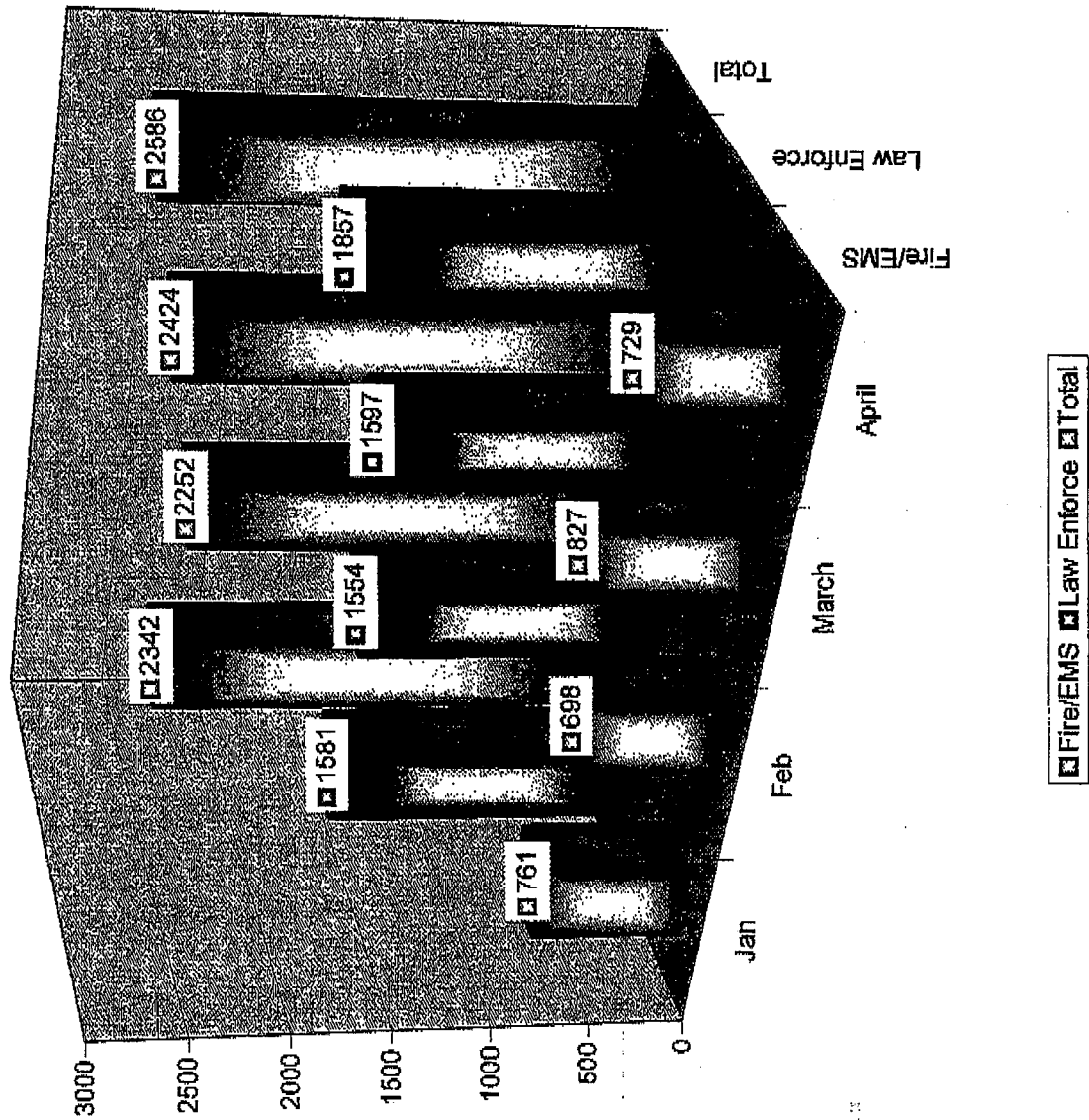
Requested period:
 From: 01-Apr-2005 00:00:00
 Until: 30-Apr-2005 23:59:59

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

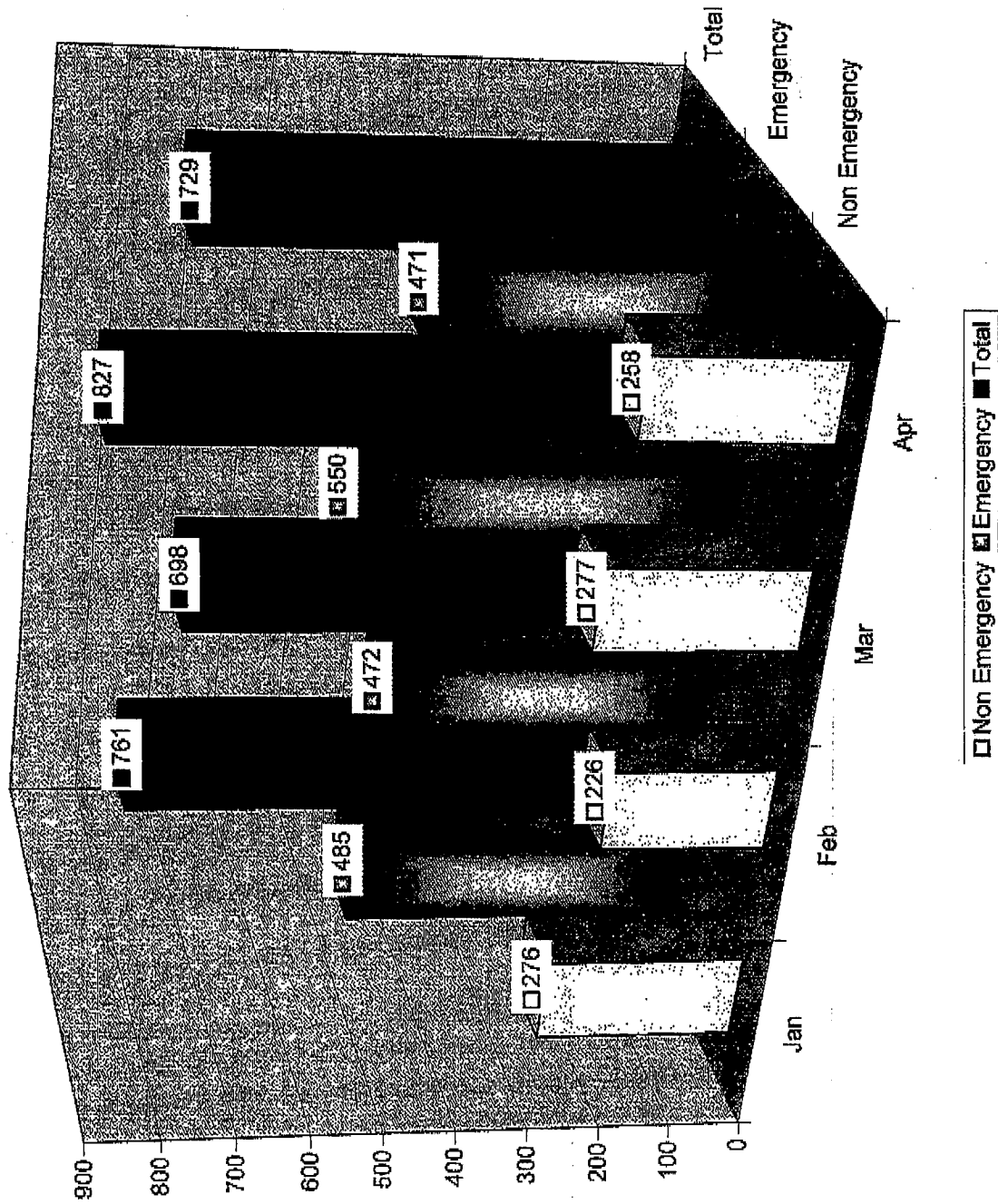
My Company
 Report run: 09-May-2005 15:14:57
 Run by operator: My Name
 Add more info here...

Date	Total	Admin	911	Wireline	Wireless	TTY	Abandoned
29-Apr-2005	533	367 (68.9%)	166 (31.1%)	83 (50.0%)	83 (50.0%)	0 (0.0%)	9 (5.4%)
30-Apr-2005	698	465 (66.6%)	233 (33.4%)	106 (45.5%)	127 (54.5%)	0 (0.0%)	13 (5.6%)
Total	17959	11949 (66.5%)	6010 (33.5%)	3201 (53.3%)	2809 (46.7%)	1 (0.0%)	253 (4.2%)

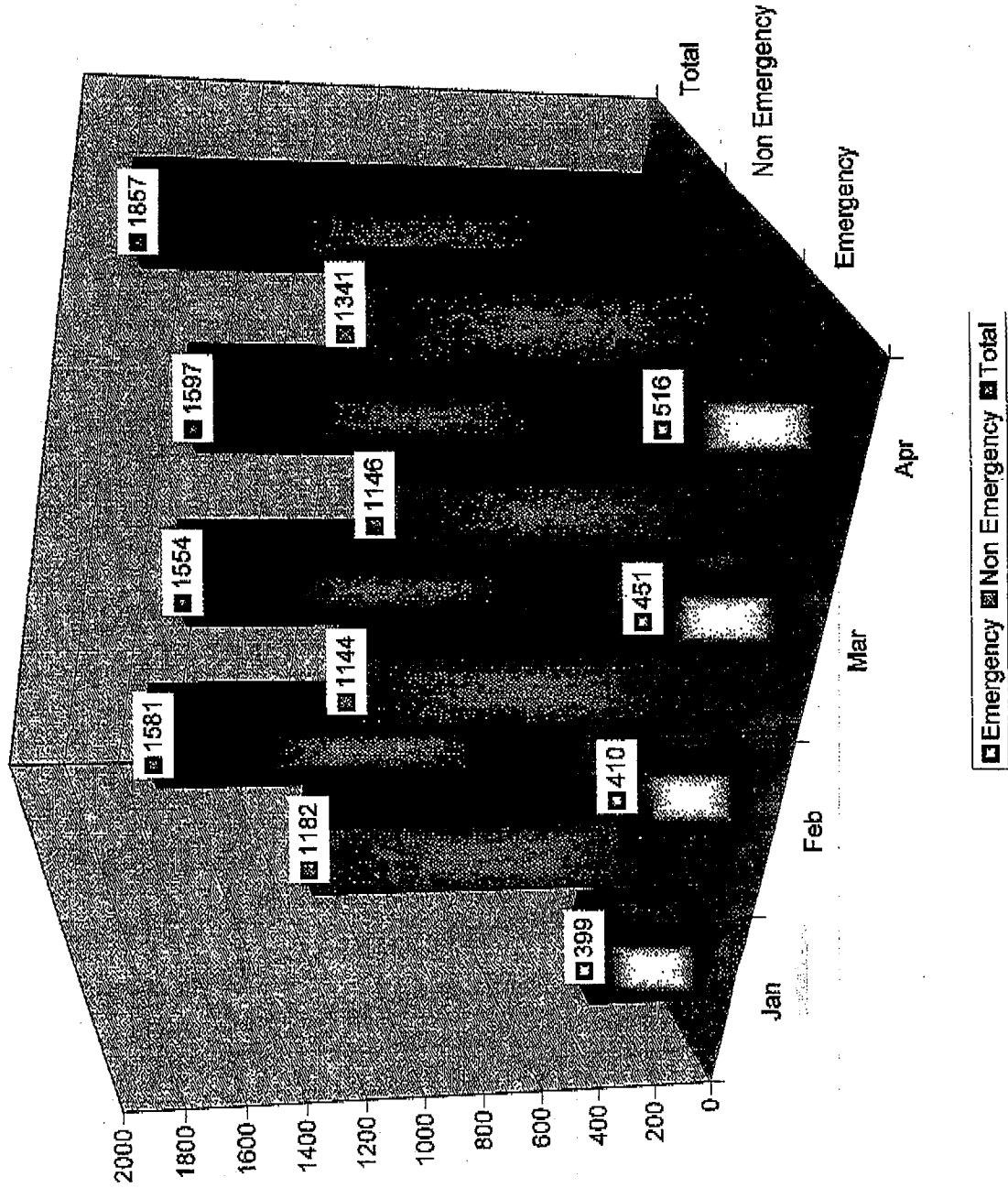
Jan. - Apr. 2005 Total CAD Responses

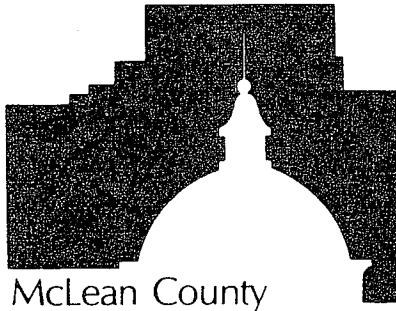


Jan. - Apr. 2005 CAD Fire Responses



Jan. -Apr. 2005 CAD Law Enforcement Responses





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

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

May 26, 2005

TO: Mr. Tari Renner, Chairman
Justice Committee
FROM: Sheriff David Owens
SUBJ: JUNE 6TH, 2005 JUSTICE COMMITTEE MEETING

Dear Chairman Renner:

I would respectfully request that the following two items be place on the June 6th, 2005 Justice Committee Agenda for Action and one item for Information only.

Action

- 1) **Intergovernmental Agreement by and Between the County of McLean, the McLean County Sheriff and the Bloomington-Normal Airport Authority:** This agreement would allow the McLean County Sheriff's Office to hire a full-time Sheriff's Deputy to provide general security at the Central Illinois Regional Airport. This Deputy will be scheduled to work eight (8) hours per day, five (5) days per week and the Bloomington-Normal Airport Authority agrees to reimburse the McLean County Sheriff's Office for all hours worked.

I would request that the Justice Committee allow us to enter into this Intergovernmental Agreement with the Bloomington-Normal Airport Authority.

- 2) **Inmate Telephone Contract:** Requests for proposals were sent to four (4) providers for inmate telephone services. Only two proposals were received back. After careful review, we would like to request the Justice Committee to allow us to enter into a contract with the company currently providing our service, Securus Technologies. Securus has raised our

Mr. Tari Renner
May 26, 2005
Page 2

gross revenue from 50% to 54.7%, which is 4.7% more than what Inmate Calling Solutions offered.

Information

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

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

Respectfully,

David Owens
Sheriff

DO:jc

**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, 2005.

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.

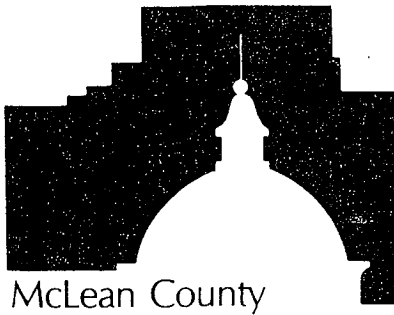
ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

e:john/ea_sher_cira.jun05



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

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

To: Sheriff Dave Owens
 From: Tom Phares *T. Phares*
 Date: May 25, 2005
 Re: Inmate Telephone Contract

I sent out a Request for Proposal to (4) providers of Inmate Telephone Services. These were sent to Evercom (Securus), Inmate Calling Solutions, GTL and Consolidates Public Services. I received only (2) proposals back. These were from Evercom (Securus) and Inmate Calling Solutions.

The technology offered by both providers is similar. We would continue with what is in place now for all of the investigative tools, maintenance, and services currently provided. Evercom also has an upcoming enhancement to investigations that will allow queries of all the jails and prisons that they now service. Evercom (Securus) provides inmate phone service to 80% of the correctional facilities in the country. Phone numbers will be able to be queried using the calls made from all of these facilities.

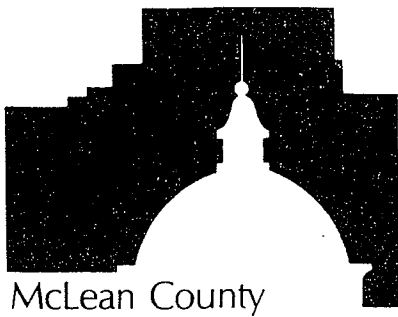
The tables below shows the options for each company including the commission to be paid, rates for calls, and bonuses if applicable.

Evercom (Securus) offers the rates below with a commission of 54.7 %.

Call Type	Surcharge	First Minute	Each additional minute	Commission
Local	\$2.88	\$.2590	\$.2446	54.7 % of Gross
Intralata	\$2.88	\$.2735	\$.2590	Revenues
Interlata	\$2.88	\$.3308	\$.3165	
Interstate	\$3.95	\$.8900	\$.8900	

Inmate Calling Solutions offers (3) options. All are for (5) years with two renewal options of one year each.

Option 1	Call type	Connect fee	Usage fee per min.	Commission
	Local	\$2.90	\$.23	50 % Gross
	Intralata	\$2.95	\$.25	Revenue
	Interlata	\$2.95	\$.25	
	Interstate	\$3.95	\$.89	
Contract Bonus			\$15,000.00 Prepaid Calling Cards	



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Option 2	Call type	Connect fee	Usage fee per min.	Commission
	Local	\$3.13	\$.25	37.1% Gross
	Intralata	\$2.50	\$.25	Revenue
	Interlata	\$2.90	\$.25	
	Interstate	\$3.90	\$.80	
Contract Bonus			\$12,000.00 Prepaid Calling Cards	

Option 3	Call type	Connect fee	Usage fee per min.	Commission
	Local	\$3.13	None	None
	Intralata	\$2.50	\$.25	
	Interlata	\$2.90	\$.25	
	Interstate	\$3.90	\$.80	
Contract Bonus			None	

After reviewing these proposals, I believe the best proposal is from Evercom (Securus). They offer the best commission to the county. They have been the provider of Inmate Telephone Service to McLean County for over 10 years. The company is a proven commodity with an excellent track record of servicing the MCDF. We have state of the art equipment with investigative tools readily accessible to McLean County law enforcement agencies that until recent years was non-existent.

Inmate Calling Solutions is an unknown commodity for us. Their commissions are lower. The rates are slightly lower in comparison to Evercom.

I tried to determine what the charges might be for a member of the public to place a collect call to compare the rates above. I was told, by a Verizon operator, that there is no set rate. Pay phones charge a surcharge and per minute rates can be up to \$4.00 or more. Long distance phone rates are deregulated and are determined by the long distance carrier. These calls can be very high.



SECURUS™ TECHNOLOGIES

8201 TRISTAR DRIVE
IRVING, TX 75063

2155 CHENAULT DRIVE #410
CARROLLTON, TX 75006

WWW.SECURUSTECH.NET

FOR YOUR CONSIDERATION:

Evercom is pleased to offer McLean County the following commission structure on both Local and Long Distance calls.

Evercom will pay McLean County Illinois a monthly commission amount of Fifty-Four and Seven Tenths Percent (54.7%) of the Gross Revenues acquired from Inmate calls on Evercom's inmate telephone system (no deductions will be applied.) This will be for a period of Three years.

Standard call rates based on tariffs and fees approved by the Illinois Commerce Commission.

Commissions are paid on all gross billed revenue. McLean County Illinois will not be responsible for any uncollectible telephone bills, nor will any uncollectible billed amounts be deducted from McLean County Illinois commission calculations. Gross billed revenue excludes taxes, government imposed fees or charges, and any applicable billing or security fees.

Michael C. Stannard
Territory Manager

Comparison of rates for Evercom and ICS
On 10 minute call

	ICS				Evercom	
Local	option 1	option 2	option 3		All options	
Connect fee	\$ 2.90	\$ 3.13	\$ 3.13		\$ 2.88	
First Minute fee	\$ -	\$ -	\$ -		\$ 0.26	
10 minute call	\$ 2.30	\$ 2.50	\$ -		\$ 2.20	9 Min.
	\$ 5.20	\$ 5.63	\$ 3.13		\$ 5.34	
Intralata						
Connect fee	\$ 2.95	\$ 2.50	\$ 2.50		\$ 2.88	
First Minute Fee	\$ -	\$ -	\$ -		\$ 0.28	
10 minute call	\$ 2.50	\$ 2.50	\$ 2.50		\$ 2.33	9 Min.
	\$ 5.45	\$ 5.00	\$ 5.00		\$ 5.49	
Interlata						
Connect fee	\$ 2.95	\$ 2.90	\$ 2.90		\$ 2.88	
First Minute Fee	\$ -	\$ -	\$ -		\$ 0.33	
10 minute call	\$ 2.50	\$ 2.50	\$ 2.50		\$ 2.85	9 Min.
	\$ 5.45	\$ 5.40	\$ 5.40		\$ 6.06	
Interstate						
Connect fee	\$ 3.95	\$ 3.90	\$ 3.90		\$ 3.95	
First Minute Fee	\$ -	\$ -	\$ -		\$ 0.89	
10 minute call	\$ 8.90	\$ 8.00	\$ 8.00		\$ 8.01	
	\$ 12.85	\$ 11.90	\$ 11.90		\$ 12.85	

MCDF-Second Quarter
Population Report
May
2005

Date	Total		IN House	Spec Needs		Spec Needs		Str. Sent		Str. Sent		Work Rel/Weekend		Work Rel/Weekend		Other Fac	
	Pop	Male		Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male
1	177	146	31	12	9	5	26	26	3	5	0	0	0				
2	177	148	29	9	7	4	28	28	3	5	0	0	0				
3	177	150	27	9	5	4	29	29	3	7	0	0	0				
4	181	154	27	9	7	6	29	29	2	7	0	0	0				
5	182	151	31	11	7	6	29	29	2	7	0	0	0				
6	178	151	27	10	8	6	29	29	2	7	0	0	0				
7	178	148	30	10	6	8	32	32	2	9	0	0	0				
8	191	163	28	9	17	8	33	33	2	9	0	0	0				
9	185	158	27	0	10	6	29	29	2	9	0	0	0				
10	189	159	30	10	7	7	30	30	3	10	0	0	0				
11	185	156	29	9	5	8	25	25	3	9	0	0	0				
12	186	151	35	12	5	7	26	26	3	9	0	0	0				
13	185	156	29	8	9	7	22	22	3	8	0	0	0				
14	188	156	32	8	9	7	26	26	3	10	0	0	0				
15	191	161	30	9	10	6	25	25	3	9	0	0	0				
16	190	163	27	7	13	6	24	24	3	9	0	0	0				
17	184	155	29	9	8	8	24	24	3	9	0	0	0				
18	188	159	29	10	11	9	23	23	3	9	0	0	0				
19	187	161	26	8	12	9	21	21	3	9	0	0	0				
20	195	166	29	10	9	9	23	23	3	9	0	0	0				
21	200	171	29	9	12	9	23	23	3	9	0	0	0				
22	205	176	29	10	12	9	22	22	3	8	0	0	0				
23	209	177	32	11	13	10	19	19	3	8	0	0	0				
24	211	180	31	11	9	10	29	29	3	8	0	0	0				
25	210	181	29	8	10	9	27	27	3	9	0	0	0				
26	212	183	29	9	8	7	25	25	3	10	0	0	0				
27	208	180	28	8	13	6	25	25	3	10	0	0	0				
28																	
29																	
30																	
31																	
Total	5149	4360	789	245	251	196	703	703	75	227	0	0	0				
Average																	
May-05	190.70	161.48	29.22	9.07	9.30	7.26	26.04	26.04	2.78	8.41	0	0	0.00				

MCDF Average Population
By Month 2005

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	233.42	203.50	191.29	185.17	190.70								200.82
In House	211.45	195.32	187.29	181.17	184.37								191.92
Female	31.32	31.14	29.10	29.03	29.22								29.96
Male	202.16	172.54	162.19	156.13	161.48								170.90
Spec Needs Female	8.29	10.68	8.71	8.13	9.07								8.98
Spec Needs Male	13.94	7.96	8.65	10.17	9.30								10.00
Str Sent Female	7.29	7.71	8.58	8.00	7.26								7.77
Str Sent Male	44.71	28.07	27.84	28.87	26.04								31.11
Weekender Work Rel Female	5.10	7.00	3.77	3.37	2.78								4.40
Weekender Work Rel Male	10.45	9.54	3.29	3.53	8.41								7.04
Other Fac Female	2.52	1.61	00.00	00.00	00.00								0.83
Other Fac Male	13.58	.07	00.00	00.00	00.00								2.73

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:

Victims of Crime Act FFY 2004 Funds: \$ 43,500
Matching Funds: \$ 10,875
Over-Matching Funds: \$ 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@mcleancountyil.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@mcleancountyil.gov

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

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 Filling 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 victims 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 apprised 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.

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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,

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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

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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.

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		\$ -	\$ -	\$ -
		0		\$ -	\$ -	\$ -
TOTAL EQUIPMENT COST				\$ -	\$ -	\$ -

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

Budget & Budget Narrative		McLean County / McLean Co. State's Attorney's Office		Agreement#		204036	
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	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Total Cost
N/A						
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 State's Attorney's Office 2005 Case Load Report

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

CRIMINAL

Felony	107	120	102	84	123													536	497	1,206	1,331
Misdemeanor	207	197	224	183	221													1032	941	2,350	2,562
Asset Forfeiture	16	8	20	6	18													68	48	103	169
Family Totals	50	36	57	32	70													245	207	515	608
Family	36	19	40	24	58													177	133	334	439
Order of Protection	14	17	17	8	12													68	74	181	169
Juvenile Totals	24	18	22	29	43													136	181	422	338
Juvenile	0	1	5	0	6													12	11	12	30
Juvenile Abuse	12	9	13	15	17													66	89	224	164
Juvenile Delinquency	12	8	4	14	20													58	70	175	144
Traffic Totals	2,037	2,672	2,808	1,867	3,007													12,391	11,448	28,410	30,767
Traffic	1,958	2,598	2,710	1,811	2,934													12,011	11,056	27,463	29,823
DUI Traffic	79	74	98	56	73													380	392	947	944

CHILD SUPPORT

Paternity cases filed	8	5	12	11	16													52	23	65	129
Paternity cases established	4	2	4	4	9													23	26	55	57
Paternities excluded	0	0	1	1	6													8	7	13	20
Support Orders entered	70	92	62	43	96													363	394	940	901
Modification proceedings filed	20	20	19	19	19													97	166	283	241
Modification proceedings adjudicated	7	3	6	8	24													48	94	181	119
Enforcement actions filed	59	37	64	74	61													295	206	682	732
Enforcement actions adjudicated	101	115	61	63	107													447	424	1095	1110
Hearings set before Hearing Officer	70	32	101	32	120													355	489	1065	881
Orders prepared by Hearing Officer	58	32	88	26	109													313	417	893	777

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

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

May 27, 2005

STATE'S ATTORNEY:

Beginning Balance 01/01/2005	\$ -57,410.90
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>5,445.08</u>
Total Funds Available	\$ <u>-51,965.82</u>
Expenditures	<u>2,742.30</u>
Fund Balance 05/27/05	\$ <u>-54,708.12</u>

SHERIFF:

Beginning Balance 01/01/2005	\$ 39,850.81
Revenue	<u>3,769.63</u>
Total Funds Available	\$ <u>43,620.44</u>
Expenditures	<u>2,875.37</u>
Fund Balance 05/27/05	\$ <u>40,745.07</u>

TOTAL FUND BALANCE	May 27, 2005	\$ -13,963.05
---------------------------	---------------------	----------------------

June 6, 2005

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

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

Dear Committee Members:

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

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

CASE TYPES	MONTHLY TOTALS 2004	MONTHLY TOTALS 2005	YTD TOTALS 2004	YTD TOTALS 2005	% CHANGE YTD
FELONIES	73	85	343	375	9%
MISDEMEANORS	122	130	420	450	7%
DUI	19	16	83	91	9%
TRAFFIC	51	58	241	222	<8%>
JUVENILE	16	14	72	56	<22%>
(DELINQUENT)	3	8	36	26	<28%>
(ABUSE/NEGLECT)	13	6	36	30	<17%>
MENTAL HEALTH CASES	1	5	4	16	75%
Involuntary Commitment	1	3	4	11	64%
Medication Compliance Orders	0	2	0	5	100%
POST-CONVICTION & SVPCA CASES	1	0	1	3	67%
TOTAL	283	308	1,164	1,213	4%

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

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
F	TRACY SMITH	11	40	9
F	JAMES TUSEK	10	43	7
F	RONALD LEWIS	9	39	8
F	BRIAN MCELDFOWNEY	12	43	8
F	JOHN WRIGHT-C	9	28	N/A
F	LEE ANN HILL-C	8	29	N/A
F	TONY TOMKIEWICZ-C	3	24	N/A
F	CARLA HARVEY	9	63	2
M	CARLA HARVEY	32	125	0
F	LARRY SPEARS	8	32	3
M	LARRY SPEARS	37	129	1
M	DAWN NATION	61	194	3
DUI	MILLICENT ROTH	16	91	21
TR	MILLICENT ROTH	58	222	14
JD	ART FELDMAN	8	26	5
F	ART FELDMAN	0	1	0
JA	JON MCPHEE	4	22	N/A
JA	ROB KEIR	5	18	N/A
JA	ALAN NOVICK-C	0	1	N/A
PC/SVP	KEITH DAVIS-C	0	3	N/A
PVT	PRIVATE COUNSEL	20	90	N/A
W/D	WITHDRAWN	10	37	N/A

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

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

DUI= DUI

TR= Traffic

M= Misdemeanor

June 6, 2005

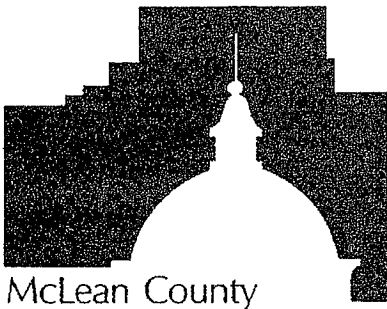
TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

APRIL 2005 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	31	34	40
PLEA / LESSER	18	24	4
BENCH TRIAL / WIN	0	5	0
BENCH TRIAL / LOSS	0	2	1
JURY TRIAL / WIN	0	0	0
JURY TRIAL / LOSS	1	0	0
DISMISSED / UPFRONT	4	5	2
DISMISSED / TRIAL	1	15	1
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	3	6	1
PRIVATE COUNSEL	12	6	2
PLEA / BLIND	7	0	1
REFILED AS FELONY	N/A	0	0
WITHDRAWN	4	5	1
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	2	5	0



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

April 2005

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

6 Officer Supervision Unit plus 3 Officer PSI Unit

Total Caseload – 1025 (1042 last month)

Average caseload per officer 170 (60 AOIC recommendation – 174 last month)

Presentence Reports Completed – 36 (37 last month)

* Total Workload Hours Needed – 1838.30 (1884.00 last month)

** Total Hours Available - 1650.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (10 officers working 150 hours each per month).

AOIC workload standards indicate **an additional 1.76 adult officers are needed.** (2.06 last month)

JUVENILE DIVISION

4 Officer Division

Total Caseload – 152 (154 last month)

Average caseload per officer 38 (33 AOIC recommendation)

Social History Reports Completed – 10 (15 last month)

* Total Workload Hours Needed – 580.50 (647.00 last month)

** Total Hours Available 600.00

* According to AOIC standards it would take this amount of hours per month to complete all requirements of case supervision and report writing.

** The number of work hours available to the division (4 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -.13 juvenile officers are needed.** (.32 last month)

EARLY INTERVENTION PROBATION (EIP)

3 Person unit with a maximum caseload of 45

Total caseload 35

April 2005

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 49 (47 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 16 (15 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 59 (55 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences - 19 (19 last month)

Total Caseload Informal Probation – 44 (46 last month)

Total Intake Screen Reports – 65 (50 last month)

COMMUNITY SERVICE PROGRAM

1 person unit

Total Caseload Adult - 530 (538 last month)

Total Caseload Juvenile - 68 (69 last month)

Total Hours Completed Adult – 3200.00 (\$16,800.00 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 160.00 (\$840.00 Symbolic Restitution \$5.25)

Total Worksites Used – 38 (38 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 112 (114 last month)

Total Court Supervision/Conditional Discharge Caseload -- 493 (489 last month)

2005
JUVENILE DETENTION CENTER
MCLEAN COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ages of Minors Detained												
10	0	0	0	0								
11	0	1	0	0								
12	1	1	1	0								
13	1	3	0	0								
14	4	4	1	4								
15	2	6	10	10								
16	8	4	5	7								
Sex of Minors Detained												
Male	12	14	11	16								
Female	4	5	6	5								
Race of Minors Detained												
Caucasian	8	11	7	4								
African-American	8	8	10	16								
Hispanic	0	0	0	1								
Offenses of Which Minor was Detained												
Dispositional Detention	1	8	6	8								
Warrant	7	4	2	6								
Aggravated Arson	0	1	0	0								
Aggravated Battery	0	2	2	0								
Assault	1	0	0	0								
Burglary	0	0	1	0								
DOC Warrant	0	1	0	0								
Domestic Battery	1	0	2	0								
Possession of Cannabis	0	0	1	0								
Possession of Cannabis With Intent to Deliver	1	1	0	0								
Possession of Controlled Substance		1	0	0								
Predatory Aggravated Criminal Sexual Assault	1	0	0	0								
Request for Apprehension	3	1	2	3								
Residential Burglary	0	0	0	4								
Robbery	1	0	0	0								

2005
JUVENILE DETENTION CENTER
MCLEAN COUNTY

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Unlawful Use of Weapons	0	0	1	0								
Residence of Minors Detained												
Bloomington	12	12	10	8								
Normal	3	3	4	8								
Chenoa	0	1	0	0								
Chicago	0	1	0	0								
Decatur	0	1	0	1								
Fairbury	0	0	1	0								
Heyworth	1	0	0	1								
Lexington	0	0	1	0								
Onarga	0	0	0	1								
Peoria	0	1	0	1								
Ransom	0	0	1	0								
Springfield	0	0	0	1								
Average Daily Population	8.7	10.9	8.7	9.9								
Average Daily Population:YTD	8.7	9.8	9.4	9.6								
Number of Days in Detention	271	305	269	296								
Revenue:	50	50	50	50								

**2005
JUVENILE DETENTION CENTER
OUT OF COUNTY**

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0							
11	0	0	0	0	0							
12	0	1	1	1	1							
13	0	2	2	3	0							
14	6	14	14	6	10							
15	5	5	5	3	8							
16	3	4	4	7	19							
Sex of Minors Detained												
Male	10	14	14	13	25							
Female	4	12	7	13	13							
Race of Minors Detained												
Caucasian	9	20	20	17	31							
African-American	5	6	6	3	4							
Hispanic	0	0	0	0	2							
Pacific Islander	0	0	0	0	1							
Offenses of Which Minor was Detained												
Dispositional Detention	6	18	18	8	20							
Warrant	4	2	2	5	5							
Aggravated Battery	1	0	0	1	1							
Aggravated Criminal Sexual Assault	0	0	0	0	1							
Aggravated Domestic Battery	0	1	1	0	0							
Arson	0	1	1	0	1							
Burglary	0	1	1	0	1							
Court Ordered	0	0	0	0	1							
Criminal Damage to Property	1	0	0	0	0							
Criminal Trespass to Motor Vehicle	0	0	0	0	1							
Disorderly Conduct	0	0	0	1	0							
DOC Evaluation	2	0	0	1	0							
DOC Warrant	0	1	1	0	0							
Domestic Battery	0	1	1	1	1							
Felony Theft	0	0	0	0	2							
Harassment by Telephone	0	1	1	0	0							

**2005
JUVENILE DETENTION CENTER
OUT OF COUNTY**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Home Confinement Violation	0	0	1	1								
Mail Tampering	0	0	1	0								
Possession of Cannabis	0	0	1	0								
Possession of Stolen Vehicle	0	0	0	1								
Probation Violation	0	0	0	2								
Residence of Minors Detained												
Bureau	0	0	0	3								
DOC	0	1	0	0								
DeWitt	0	0	1	4								
DuPage	1	0	0	0								
Livingston	4	8	9	6								
Logan	4	11	4	18								
Mercer	0	1	0	0								
Putnam	0	1	0	0								
Rock Island	1	1	0	2								
Tazewell	0	1	3	5								
Winnebago	0	1	0	0								
Woodford	4	1	3	0								
Average Daily Population	3.5	4	7.1	9.3								
Average Daily Population:YTD	3.5	3.8	4.9	6								
Number of Days in Detention	110	112	221	278								
Revenue:	7890	7330	16740	13860								