



EXECUTIVE COMMITTEE AGENDA
Room 404, Government Center

Tuesday, October 12, 2004

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – September 14, 2004
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee – Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

Pleasant Hills Cemetery Association
Betty Alexander
26271 E. 2500 N. Rd.
Lexington, IL 61753

Park Lawn Cemetery Association
Bernard Argo
402 North Sherman
Danvers, IL 61731

Park Lawn Cemetery Association
William Deterding
102 West Winslow Street
Danvers, IL 61732

Park Lawn Cemetery Association
Dale McClure
111 West Park
Danvers, IL 61732

Park Lawn Cemetery Association
Darwin McClure
208 North East Street
Danvers, IL 61732

Park Lawn Cemetery Association
Donald Oehler
208 S. Jackson
Danvers, IL 61732

Park Lawn Cemetery Association
Roger Risser
4066 E. 1950 North Rd.
Danvers, IL 61732

Park Lawn Cemetery Association
Harlan Yoder
6522 Old Peoria Rd.
Danvers, IL 61732

b) APPOINTMENTS:

McLean County E.S.D.A. Director
Mr. Marshall C. (Curt) Hawk
905 S. Clinton
Bloomington, IL 61701
Pursuant to 20 ILCS 3305/1 et seq. (2002)
To fill vacancy created by retirement

c) RESIGNATIONS:

Pleasant Hills Cemetery Association
Thomas N. Boyd (deceased)
120 N. Pine
Lexington, IL 61753

Emergency Telephone System Board
Thomas Neilson, M.D.
2801 Blarney Stone Lane
Bloomington, IL 61704

Emergency Telephone System Board

Ron Corrie
Chenoa Police Department
PO Box 167
239 Green Street
Chenoa, IL 61726

- d) Request Approval of an Intergovernmental Agreement Between the Village of Colfax and McLean County to Implement and Support an Integrated Justice Information System 1-4
- 2) Items to be Presented for Information:
 - a) Information Services Status Report 5
 - b) General Report
 - c) Other
- B. Transportation Committee – Chairman Bass
 - 1) Items to be Presented for Committee Action:
 - a) CH 26 & CH 28 (Ireland Grove Road) Jurisdictional Transfers Agreement with The City of Bloomington 6-12
 - 2) Items to be Presented to the Board:
 - a) Letting Results from September 29, 2004 for Surplus of Vehicles
 - b) Bridge Petition – 2004 Bellflower Non-MFT Culvert
 - c) CH 37 – Linden Street Speed Limit Ordinance
 - d) General Report
 - e) Other
- C. Finance Committee – Chairman Sorensen
 - 1) Items to be Presented for Committee Action
 - a) Request Approval of a Resolution of the McLean County Board Authorizing the McLean County Health Department to Participate in An Intergovernmental Mutual Aid Agreement To Establish and Operate the Illinois Public Health Mutual Aid System (IPHMAS) – Health Department 13-15
 - b) Request Approval of Intergovernmental Mutual Aid Agreement for the Establishment of the Illinois Public Health Mutual Aid System (IPHMAS) -- Health Department 16-24
 - c) Request Approval for Change in Polling Place for Arrowsmith Township – County Clerk 25-27

2) Items to be Presented to the Board:

- a) General Report
- b) Other

D. Justice Committee – Chairman Renner

1) Items to be Presented for Committee Action:

- a) Request Approval of Agreement #601170
"McLean County Domestic Violence Multi-Disciplinary Team Program" between
McLean County State's Attorney's
Office and the Illinois Criminal Justice
Information Authority – State's Attorneys
Office 28-113
- b) Request Approval of an Emergency
Appropriation Ordinance Amending the Fiscal
Year 2004 Combined Annual Budget and
Appropriation – State's Attorneys Office 0020 –
Domestic Violence Multi-Disciplinary Team
Program – ICJIA Grant 114-115
- c) Request Approval of Agreement #601171
"McLean County Domestic Violence Multi-Disciplinary Team Program" between
McLean County Sheriff's Office and the
Illinois Criminal Justice Information Authority –
Sheriff's Department 116-125
- d) Request Approval of Agreement #601174
"McLean County Domestic Violence Multi-Disciplinary Team Program" between
McLean County Court Services and the
Illinois Criminal Justice Information Authority –
Court Services 126-136

2) Items to be Presented to the Board:

- a) General Report
- b) Other

E. Land Use and Development Committee – Chairman Gordon

1) Items to be Presented to the Board:

- a) General Report
- b) Other

- F. Property Committee – Chairman Bostic
 - 1) Items to be Presented for Committee Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance – Public Building Commission Lease Fund 0161, Government Center Building 0115 137-138
 - 2) Items to be Presented to the Board:
 - a) Request Approval to Display Silent Witness Exhibits in the Lobby of the Law and Justice Center and purple ribbons on the lawn of the Law and Justice Center on behalf of the Corporate Alliance to end Partner Violence (CAEPV) – Risk Management
 - b) General Report
 - c) Other

- G. Report of the County Administrator
 - 1) Items to be Presented for Committee Action:
 - a) Review of Fiscal Year 2005 Recommended Budget
 - (1) Information Services Department 0001-0043 139-143
 - (2) County Administrator's Office 0001-0002 144-146
 - 2) Items to be Presented to the Board:
 - a) General Report
 - b) Other

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF COLFAX AND McLEAN COUNTY
TO IMPLEMENT AND SUPPORT
AN INTEGRATED JUSTICE INFORMATION SYSTEM

WHEREAS, the Village of Colfax (hereinafter "the Village") is a municipal corporation and pursuant to Article VII, Section 10, of the Illinois Constitution, is permitted to enter into Intergovernmental Agreements to obtain or share services with the County; and

WHEREAS, McLean County (hereinafter "the County") is a body politic and corporate and pursuant to Article VII, Section 10, of the Illinois Constitution is permitted to enter into Intergovernmental Agreements to obtain or share services with the Village; and

WHEREAS, the Village and the County deem it to be in the best interests of the citizens of all of McLean County to enter into an Intergovernmental Agreement which sets forth the cooperative efforts and understandings that can be provided by the Village and the County to implement and support an Integrated Justice Information System (hereinafter "the IJIS") which will provide essential law enforcement information and services to the Village and the County; now, therefore,

IT IS HEREBY AGREED AS FOLLOWS:

The County shall:

1. Be responsible for the initial IJIS software and upgrade costs, as well as any future system Wide upgrades or enhancements, in consideration of the Village agreeing to utilize the IJIS for entry of all Village police incident crime reports.
2. Provide system administration, network administration, database administration and security administration to support the IJIS software and database.
3. Control any changes to the IJIS software. To enhance the cooperative work effort between the Village and the County, along with representatives of other system users, an IJIS Work Group consisting of representatives from the County, other system users and the Village shall be appointed to review, approve, and prioritize any fixes and enhancements to the IJIS software and database and then to see that the updated IJIS software is distributed to all IJIS users.
4. Provide the following levels of service on a best efforts basis:

The IJIS software and database will be available at a 95% level, 7 days per week, 24 hours per day.

The IJIS software and database will be available 7 days per week, 24 hours per day with the exception of two (2) maintenance segments of up to eight (8) hours duration each

scheduled monthly with advance notice to the IJIS Work Group.

When it is necessary to upgrade the operating system and/or the ORACLE software and/or the database, it may be necessary to use an alternate system which may have less functional capability than IJIS.

Catastrophes such as hardware failure and/or loss of power beyond the capacity of the universal power supply can and will occur. Availability and restoration of the IJIS will be provided as soon as possible.

No liability will be attributed to the County for not meeting the above service levels unless failure of system is caused by negligent acts or omissions of the County or failure on the part of the County to properly maintain those components of the system under its obligation to maintain. If the County or its employees are negligent, then damages recoverable by the Village will be limited to actual damages incurred. The County shall, upon request, provide the Village with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

5. Provide an IJIS Master Name Records function which will include name collapse, delete and impingements of master name entries.
6. Protect all data and software applications from unauthorized access, accidental disclosure, modification, and/or destruction and release data only in accordance with law.

The Village shall:

1. Be responsible for the cost, installation, and maintenance of the computer hardware and communication networks required to access the IJIS software application and database.
2. Be responsible for the cost of installation and maintenance of the IJIS software updates which are solely requested by the Village. This includes the updated required versions of the IJIS application software, the operating system software, and/or any support software.
3. Appoint at least one IJIS Security Administrator who shall be responsible for assigning and/or changing "passwords" and user identifications and, whenever necessary, defining user roles and responsibilities.
4. Provide and be responsible for maintenance telecommunication lines with a minimum data transmission speed of 56 kbs to provide communications to/from the County. Where communication is initiated by the Village at a slower speed, the County reserves the right, at the sole discretion of its database administrator, to terminate the communication where that communication is or may be causing a negative impact upon the performance of the database or the system. The approach to the best pricing and payments for the communications links will be addressed outside of this Agreement.

5. Agree that the IJIS software is propriety software which has been developed and licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, for use by the County.
6. Agree, as an IJIS user, not to disclose, copy, or change the IJIS software application or Content to any other person, entity, municipality, or corporation, and to refrain from Willfully damaging or losing data contained within the database, except as may be required by law.
7. No liability will be attributed to the Village for not meeting its obligations hereunder unless failure is caused by negligent acts or omissions of the Village or the failure of the Village to properly maintain those components of the system under its obligation to maintain. If the Village or its employees are negligent, then damages recoverable by the County will be limited to actual damages incurred. The Village shall, upon request, provide the County with evidence of general liability insurance coverage in the minimum amount of \$1 million per occurrence.

The Village and the County shall:

1. Agree to utilize the ORACLE Discoverer ("Ad Hoc" query tool), unless otherwise Determined by the IJIS Board, to develop and prepare local reports needed by the respective law enforcement agencies.
2. Agree that the IJIS software is licensed by TRW Technologies, Inc., 1999 Broadway, Suite 2000, Denver, Colorado 80202, to the County.
3. Agree to implement and enforce the IJIS Workstation Security Policy which is attached to This Agreement as Appendix A and, by reference, is hereby incorporated as a part of the Intergovernmental Agreement.

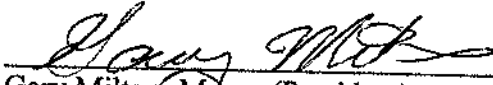
The Village and the County agree that:

1. This Intergovernmental Agreement shall be binding upon both parties until and unless Amended by agreement of the parties, provided, however, that the County may unilaterally terminate this Agreement with 6 months notice and the Village may unilaterally terminate this Agreement with 6 months notice.
2. In the event either the County or the Village terminates this Agreement, County agrees to Provide an electronic transfer of all Village data on the IJIS system, without any charge to the Village. In the event this agreement is terminated by the Village, the Village agrees to return all County supplied IJIS software in its possession to the County at the time of such electronic transfer.
3. This Intergovernmental Agreement is subject to the approval of the Village of Colfax and McLean County before it becomes effective.

4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
5. This Intergovernmental Agreement shall continue in full force and effect commencing upon the date the last party to this Agreement has signed until such time as it may be Amended or revised by the same action that caused its adoption, or terminated as Provided above.

The Village and the County hereto agree that the foregoing constitutes all of the Agreement and in witness whereof, the parties have affixed their respective signatures and certifications on the dates indicated below.

For the Village of Colfax:



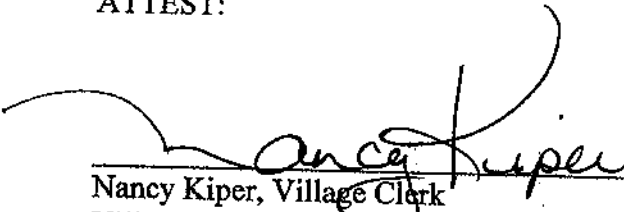
Gary Milton, Mayor (President)
Village of Colfax, Illinois

For McLean County:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

ATTEST:



Nancy Kiper, Village Clerk
Village of Colfax, Illinois

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



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702 P.O. Box 2400 Bloomington, Illinois 61702-2400

**Information Services Status Report
October 12, 2004**

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

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

General Administration:

Conducted Copier/printer bid.

(Evaluating with Mr. Lindberg of County Administration.)

Assisted in Budget Powerpoint preparation.

Conducted employee reviews.

Reviewed data mapping progress of Integrity Solutions.

Review of Internet/email policy with SAO, Public defender.

Ordered new tape backup system for Recorder's office.

Hardware/Network

Windows 2003 Conversion: Converted Public Defender, Health Dept.

Received 52 machines for Circuit Clerk

Planned deployment of 2003 to Circuit Clerk and SAO office.

Programming/Database/Web

Provided on-site support to Tazewell County.

Established Traffic Ticket payment on the County website.

Reviewed integrated Justice code for latest phase. Next review is October 18-20.

Performed client installation of Devnet Property Tax System.

Respectfully submitted,

Craig Nelson

Craig Nelson

Director of McLean County Information Services



Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: <u>City of Bloomington</u>
Township/Road District:	Township/Road District:
County: <u>McLean</u>	County:

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name 6 Points, Oakland Ave., Bloomington Hts., Euclid Ave. Route CH26 Length 21,292 FT (4.032 miles)
Termini See Addendum No. 4

This transfer does does not include Structure No. 057-3425

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: IDOT Approval

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum No. 1, Addendum No. 2, Addendum No. 3, Addendum No. 4 and Addendum No. 5
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Michael F. Sweeney

Name Judy Markowitz

Title Chairman, McLean County Board
Chairman County Board/Mayor/Village President/etc.

Title Mayor, City of Bloomington
Chairman County Board/Mayor/Village President/etc.

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date



Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: <u>City of Bloomington</u>
Township/Road District:	Township/Road District:
County: <u>McLean</u>	County:

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

Location Description

Name Ireland Grove Road Route FAU 6370 (CH 28) Length 10.016 Feet 1.697 miles)
Termini From 275 feet East of Dover Road to Towanda Barnes Road in its entirety

This transfer does does not include Structure No. None

Include for Municipalities Only

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

Include for Counties Only

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.
NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

Include for Township/Road Districts Only

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective upon: IDOT Approval -
From 275 feet East of Dover to Streid Dr., and upon final acceptance of construction by McLean County from
Streid Drive to Towanda Barnes Road..

Supplements

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.
Supplement Addendum No. 1, Addendum No. 2, Addendum No. 3, Addendum No. 4 and Addendum No. 5
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Michael F. Sweeney

Name Judy Markowitz

Title Chairman, McLean County Board
Chairman County Board

Title Mayor, City of Bloomington
/Mayor, City of Bloomington

Signature _____

Signature _____

APPROVED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION By: _____

Director of Highways

Date _____

McLEAN COUNTY BOARD RESOLUTION
County Highway 28 (CH 28) and County Highway 26 (CH 26)

Providing for the deletion of part of Ireland Grove Road, County Highway 28 (CH 28) from 275 feet East of Dover Road to Towanda Barnes Road from the County Highway System in McLean County, Illinois, and the deletion of County Highway 26 (CH 26) (Six Points Road, Oakland Avenue; Bloomington Heights Road; Euclid Avenue) in its entirety from the County Highway System in McLean County, Illinois.

Whereas the County Board of McLean County, and City of Bloomington entered into an agreement for transfer of the jurisdiction of the above location, to the Municipal Street System.

NOW THEREFORE, BE IT RESOLVED, that the above locations, with Department of Transportation approval, be deleted from the Highway System of McLean County, and that said route is identified as CH 28 from 275 feet East of Dover Road to Towanda Barnes Road and CH 26; Six Points Road from Morris Avenue to Oakland Avenue; Oakland Avenue from Six Points Road to Euclid Avenue; Bloomington Heights Road from Washington Street to IL State Route 9; and Euclid Avenue from Oakland Avenue to Washington Street.

BE IT FURTHER RESOLVED, that McLean County will comply with the attached Intergovernmental Agreement concerning CH 26 and CH 28, Addendum No. 5.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit three (3) certified copies of this Resolution to the State through its District Engineer's Office at Ottawa, Illinois.

Approved by the County Board on August 17, 2004.

Michael F. Sweeney, Chairman, McLean County Board

CERTIFICATE

I, Peggy Ann Milton, County Clerk, in and for said County in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a Resolution adopted by the County Board of McLean County at its Regular meeting held at Bloomington on August 17, 2004.

In testimony whereof, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, in said County this 17th day of August, A.D., 2004.

[SEAL]

Peggy Ann Milton, McLean County Clerk

CITY OF BLOOMINGTON
Ordinance

Providing for the addition of part of Ireland Grove Road, County Highway 28 (CH 28) from 275 feet East of Dover Road to Towanda Barnes Road; and County Highway 26 (CH 26) (Six Points Road, Oakland Avenue; Bloomington Heights Road; Euclid Avenue) in its entirety to the City of Bloomington Highway System from the County Highway System in McLean County, Illinois.

Whereas, the County Board of McLean County and the City of Bloomington entered into an agreement for transfer of jurisdiction of the above locations to the Municipal Street System.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, that the above locations, with Department of Transportation approval be added to the Highway System of the City of Bloomington and that said route was identified as CH 28 from 275 east of Dover Road to Towanda Barnes Road in Bloomington, Illinois, and CH 26 (Six Points Road from Morris Avenue to Oakland Avenue; Oakland Avenue from Six Points Road to Euclid Avenue; Bloomington Heights Road from Washington Street to IL State Route 9; and Euclid Avenue from Oakland Avenue to Washington Street) in its entirety from the County Highway System in McLean County, Illinois.

BE IT FURTHER ORDAINED that the City of Bloomington will comply with the attached Intergovernmental Agreement concerning CH 26 and CH 28, Addendum No. 5.

BE IT FURTHER ORDAINED by the City Council of the City of Bloomington, that the Clerk is hereby directed to transmit three certified copies of this Ordinance to the State through its District Engineer's Office at Ottawa, Illinois.

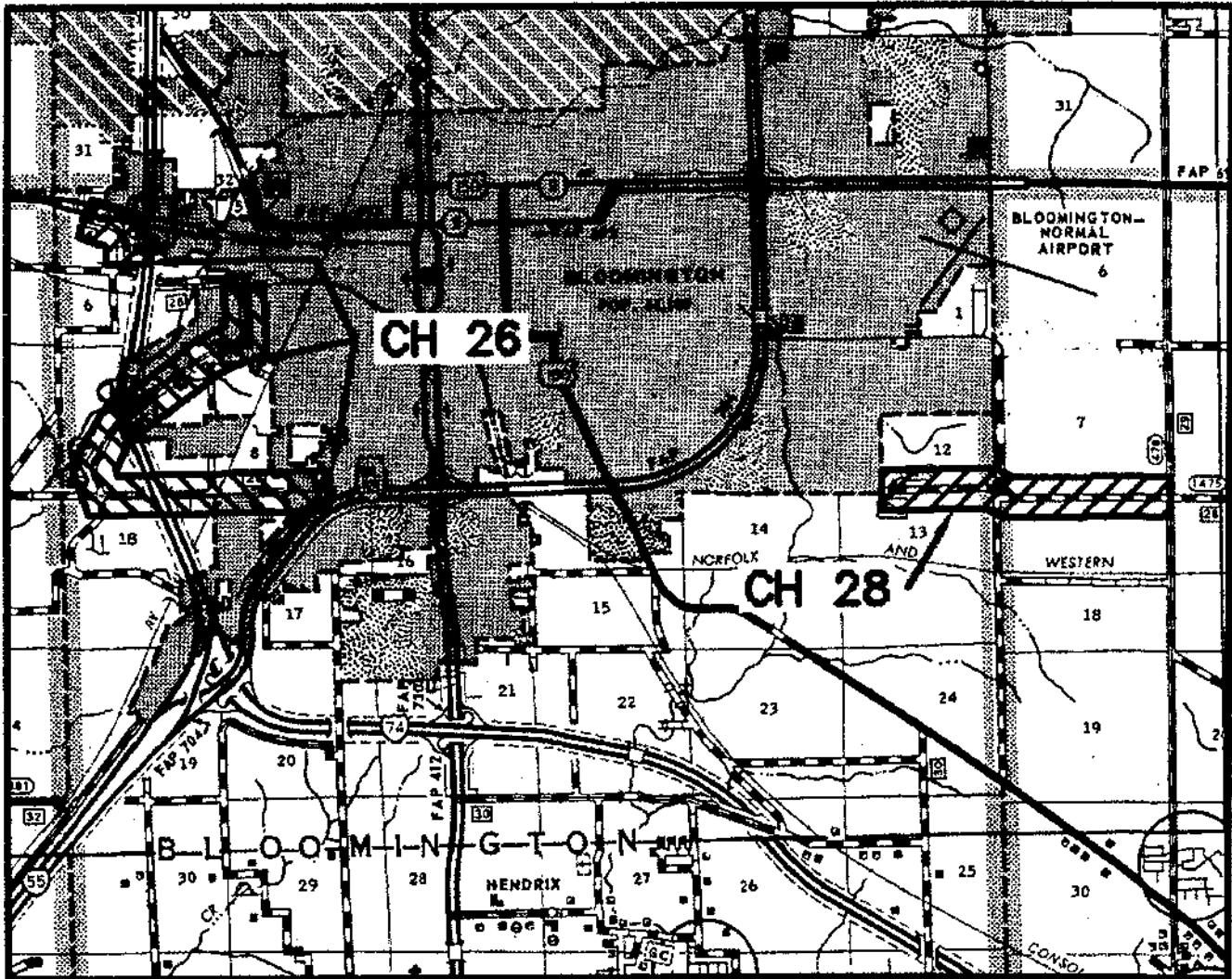
Approved by the City of Bloomington on this _____ day of _____, 2004.

Mayor, City of Bloomington

ATTEST:

Clerk of the City of Bloomington

ADDENDUM #3
LOCATION MAP FOR JURISDICTIONAL TRANSFERS
CH 26 IRLAND GROVE ROAD
CH 28 6 POINTS ROAD, OAKLAND AVENUE
BLOOMINGTON HEIGHTS ROAD AND EPOLE AVENUE



 **INDICATES JURISDICTIONAL TRANSFERS**

Location Description and Termini
CH 26

NAME	FROM	TO	LENGTH	MILES	STRUCTURE
Six Points Road (FAU 6369)	Morris Avenue	Oakland Avenue	8,015 feet	1.518 Miles	None
Oakland Avenue (FAU 6429 & 6363)	Six Points Road	Euclid Avenue	8,164 feet	1.546 Miles	057-3425
Bloomington Heights Road (FAU 6244)	Washington Street	IL State Route 9	3,037 feet	0.575 Miles	None
Euclid Avenue (FAU 6387)	Oakland Avenue	Washington Street	2,076 feet	0.393 Miles	None
TOTAL			21,292 feet	4.032 Miles	

INTERGOVERNMENTAL AGREEMENT FOR CH 26 AND CH 28
 JURISDICTIONAL TRANSFER
 FROM McLEAN COUNTY TO THE CITY OF BLOOMINGTON

WHEREAS, it is deemed in the best interest of the City of Bloomington and McLean County to transfer the jurisdiction of CH 26, (Six Points Road, Oakland Avenue; Bloomington Heights Road, Euclid Avenue) and CH 28 Ireland Grove Road, from 275 feet East of Dover Road to Towanda Barnes Road from the County of McLean to the City of Bloomington; and Now

THEREFORE, the City of Bloomington and McLean County hereby mutually agree as follows:

1. To transfer the jurisdiction of CH 26, (Six Points Road from Morris Avenue to Oakland Avenue; Oakland Avenue from Six Points Road to Euclid Avenue; Bloomington Heights Road from Washington Street to IL State Route 9; and Euclid Avenue from Oakland Avenue to Washington Street) and CH 28, Ireland Grove Road from 275 feet East of Dover Road to the East right of way line of Streid Drive both from the County of McLean to the City of Bloomington as soon as IDOT approves said transfer and Ireland Grove Road from the East right of way line of Streid Drive to Towanda Barnes Road upon final acceptance of construction by McLean County.
2. McLean County will mill and resurface with 1½" of Bituminous Hot Mix Ireland Grove Road from 275 feet East of Dover Road to Towanda Barnes Road within five (5) years of this agreement.
3. No improvements or payments are needed for Bloomington Heights Road or Euclid Avenue.
4. Six Points Road will be the City of Bloomington's next Federal Aid Urban project after Hamilton Road. The City will provide and pay for all engineering and right-of-way needed for the project. The County will pay the construction matching funds at the Federal 80% Local 20% match ratio. It is anticipated that this project will be 4 lanes from Morris Avenue to Alexander Road, and 3 lanes from Alexander Road to Oakland Avenue. The plans for said project to be approved by the City and County.
5. Within five (5) years, McLean County will resurface Oakland Avenue with 1½" Bituminous Hot Mix from Goose Creek Bridge to Six Points Road.

This agreement is hereby entered into upon approval of the Bloomington City Council and the McLean County Board.

 Judy Markowitz, Mayor
 City of Bloomington

 Michael F. Sweeney, Chairman
 McLean County Board

Approved: _____ 2004

Approved: _____ 2004

Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director



Date: September 28, 2004

Re: Intergovernmental Mutual Aid Agreement to Establish and Operate the Illinois Public Health Mutual Aid System (IPHMAS)

Please find attached two documents relevant to the newly established Illinois Public Health Mutual Aid System (IPHMAS). The first document is a resolution by the County Board authorizing the McLean County Health Department to participate in IPHMAS. The second document is an intergovernmental agreement spelling out the terms of participation in IPHMAS.

The system is patterned after the Mutual Aid Box Alarm System (MABAS) partnerships established through intergovernmental agreements. The agreement, in essence, allows the McLean County Health Department to both render and receive mutual assistance during periods of public health emergencies. Assistance would mainly be in the form of department personnel rendering assistance during large scale infectious disease outbreaks or post-exposure prophylaxis clinics. The decision to render assistance in any specific instance is a decision made by the aiding member entity as defined in the agreement.

Approximately 35 counties have approved the agreement and it is anticipated that another 25 will be approved within the next two weeks. The attached agreement was approved by the McLean County Board of Health at its meeting of September 1st. Civil Assistant States Attorney Eric Ruud reviewed and approved both the resolution and agreement this past month.

Also, for your information, I have attached a copy of an e-mail from Illinois Department of Public Health Director Eric T. Whitaker announcing the implementation of IPHMAS.

If committee members have any questions, please contact me at 888-5451 or contact me by e-mail at bob.keller@mcleancountyil.gov.

**A Resolution of the McLean County Board
Authorizing the McLean County Health Department to Participate in an
Intergovernmental Mutual Aid Agreement to Establish and Operate the Illinois
Public Health Mutual Aid System (IPHMAS)**

WHEREAS, recent events and the potential for a bioterrorism event have prompted the need and desire to strengthen the preparedness of the public health system in the State of Illinois to respond to emergencies; and,

WHEREAS, the strength of the public health system in the State of Illinois resides primarily in the capacities and responsiveness of the cooperative efforts of the Illinois Department of Public Health and local public health departments established by units of local government and certified by the Illinois Department of Public Health; and,

WHEREAS, local public health departments throughout Illinois receive assistance from the Illinois Department of Public Health but, in an emergency, local public health departments may require the availability of assistance from other local health departments to augment their capacities during emergencies; and,

WHEREAS, local public health departments wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health departments or that they request aid and assistance from other local public health departments; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the local public health departments of this state, consistent with the plans and programs of the Illinois Department of Public Health; and,

WHEREAS, the McLean County Board of Health has approved the McLean County Health Department's active participation in the Illinois Public Health Mutual Aid System and recommended that the McLean County Board also approve the intergovernmental agreement authorizing the McLean County Health Department's participation in the attached IPHMAS mutual aid agreement.

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

That the McLean County Board is hereby identified as a party to this intergovernmental agreement and the McLean County Health Department is authorized to participate in the IPHMAS mutual aid agreement effective upon the approval of this resolution.

ADOPTED by the McLean County Board this 19th day of October, 2004.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

INTERGOVERNMENTAL MUTUAL AID AGREEMENT
for the establishment of the
ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM
(IPHMAS)

This Intergovernmental Mutual Aid Agreement ("Agreement" or "Mutual Aid Agreement") is entered into this 19th of October, 2004 by and between the units of local government having a local health department which is certified by the Illinois Department of Public Health ("parties") set forth on the execution pages hereto, including all counterparts, as of the date this Agreement is executed by an authorized signatory of each such party.

WHEREAS, recent events have prompted the desire to strengthen the preparedness of the public health system in the State of Illinois; and,

WHEREAS, the strength of the public health system in the State of Illinois resides primarily in the capacities and responsiveness of the cooperative efforts of the Illinois Department of Public Health and local public health departments established by units of local government and certified by the Illinois Department of Public Health; and,

WHEREAS, local public health departments throughout Illinois receive assistance from the Illinois Department of Public Health but, in an emergency, local public health departments may require the availability of assistance from other local health departments as well; and,

WHEREAS, local public health departments wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health departments or that they request aid and assistance from other local public health departments; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the local public health departments of this state, consistent with the plans and programs of the Illinois Department of Public Health; and,

WHEREAS, to accomplish this objective, the parties to this Agreement wish to establish an association which shall be referred to as the **ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM (IPHMAS)**, the membership in which shall be achieved by any units of local government having a local health department which is certified by the Illinois Department of Public Health within the State of Illinois which elects to participate as a party to this Mutual Aid Agreement as provided for herein; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter

into this Mutual Aid Agreement to promote the availability of benefits of mutual aid and assistance in providing local public health resources to the residents of the State of Illinois, including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and;

WHEREAS, the parties hereto have determined that it is in their best interests to form and participate in the IPHMAS and to adopt procedures for communications, exercises, training and other necessary functions consistent with the plans and programs of the Illinois Department of Public Health, in order to further the objective of providing mutual aid and assistance to one another in an emergency;

NOW, THEREFORE, in consideration of the foregoing recitals, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain potential situations, the provision of assistance consisting of personnel, equipment, supplies and/or services by a local public health department outside its territorial limits in order to assist another local public health department is desirable and necessary to preserve and protect the health, safety and welfare of the residents of the State of Illinois. These potential situations include, but are not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population. The promotion and coordination of such assistance through the IPHMAS to be established through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

SECTION TWO

Definitions

For the purpose of this Mutual Aid Agreement, the following terms shall be defined as follows:

A. "ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM" or "IPHMAS":

An association of local health departments certified by the Illinois Department of Public Health whereby aid and assistance is authorized to be provided to a Stricken Member Entity by the Aiding Member Entity(ies) in accordance with the terms of this Agreement.

B. "Member Entity": A unit of local government, including but not limited to a

county, municipality, township, or public health district, having a local public health department which is certified by the Illinois Department of Public Health and, which participates in the IPHMAS and has been appropriately authorized by its governing body to enter into this Agreement.

C. "Stricken Member Entity": A Member Entity which requests aid and assistance pursuant to this Agreement.

D. "Aiding Member Entity": A Member Entity which furnishes equipment, personnel, supplies and/or services upon the request of a Stricken Member pursuant to this Agreement in the event of an emergency.

E. "Emergency": An occurrence or condition in a Member Entity's territorial jurisdiction which results or potentially results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Member Entity and such that the Member Entity determines the necessity and advisability of requesting aid and assistance, including but not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents, or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population.

F. "Executive Board": The governing board of IPHMAS, the composition of which is provided in Section Sixteen herein.

G. "Local Public Health Officer": The Public Health Administrator / Executive Director or designee, who, subject to the authority of the unit of local government or the board of health, shall be in charge of the local public health department operated by a Member Entity.

SECTION THREE

Authority and Action to Effect Aid and Assistance

A. Authority of Local Public Health Officers. Each party, consisting of the governing body of a Member Entity hereby authorizes and directs the Local Public Health Officer to determine when it is appropriate to render and/or request aid and assistance from the other Member Entities in the event of an Emergency as provided in this Agreement and to take necessary action in furtherance of said determination. The aid and assistance rendered may consist of available personnel, equipment, supplies and/or services, to the extent such aid is not required for adequate protection of the geographic area which is within the jurisdictional boundaries of the Aiding Member Entity. The judgment of the Local Public Health Officer of the Aiding Member Entity shall be final as to the personnel, equipment, supplies and/or services to be provided pursuant to this

Agreement.

B. Requests for Aid and Assistance. Whenever an emergency is or potentially may become of such magnitude and consequence that the Local Public Health Officer of the Stricken Member Entity determines that it is advisable to request aid and assistance pursuant to this Mutual Aid Agreement, he/she shall notify the Aiding Member Entity(ies) of the nature and location of the emergency and the type and amount of personnel, equipment, supplies and/or services requested from the Aiding Member Entity(ies). The Illinois Department of Public Health and the Executive Board of the **IPHMAS** simultaneously shall be notified of the existence of the emergency and the aid being requested.

C. The Member Entities hereby authorize and direct their respective Local Public Health Officer to participate in an election to select members of the Executive Board and to participate as an Executive Board member should he/she be selected as provided in Section Sixteen.

D. The Local Public Health Officer of the Aiding Member Entity(ies) shall take the following action immediately upon being requested for aid and assistance under this Agreement:

1. Determine what personnel, equipment, supplies, and/or services are being requested by the Stricken Member Entity;
2. Determine if the requested personnel, equipment, supplies, and/or services can be committed by the Aiding Member Entity in response to the request from the Stricken Member Entity;
3. Dispatch immediately the requested personnel, equipment, supplies, and/or services, to the extent available, to the location of the emergency reported by the Stricken Member Entity in accordance with the procedures of **IPHMAS**;
4. Notify the Stricken Member Entity immediately if any or all of the requested personnel, equipment, supplies, and/or services cannot be provided as previously committed.

SECTION FOUR **Personnel and Equipment**

Aiding Member Entity Personnel dispatched to aid and assist a Stricken Member Entity pursuant to this Agreement shall remain employees of the Aiding Member Entity. Aiding Member Entity Personnel rendering aid and assistance shall report for direction and assignment at the scene of the emergency to the Local Public Health Officer of the Stricken Member Entity or his/her designee. The Aiding Member Entity rendering aid and assistance shall at all times

have the right to withdraw any and all aid and assistance upon the order of its Local Public Health Officer or his/her designee; provided, however, that the Aiding Member Entity withdrawing such aid and assistance shall immediately notify the Local Public Health Officer of

the Stricken Member Entity or his/her designee of the withdrawal of such aid and assistance and the extent of such withdrawal.

Each Member Entity shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this Mutual Aid Agreement including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable.

Each Member Entity shall be responsible for the payment of workers' compensation and occupational disease benefits, if any are owed, to its personnel, in the event of compensable injuries or illnesses arising out of the activities provided for under this Agreement. Irrespective of any assertion that any party is a "borrowing employer" or a "loaning employer," within the meaning of the Illinois Workers' Compensation Act (820 ILCS 305) and the Workers' Occupational Diseases Act (820 ILCS 310), the party which directly employs personnel shall be responsible for payment of any workers' compensation or occupational disease benefits, if any are owed, as a result of illness or injury arising out of and in the course of the activities provided for under this Mutual Aid Agreement.

SECTION FIVE **Compensation for Aid and Assistance**

Any resources, including but not limited to, personnel, equipment, supplies, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Member Entity requesting aid and assistance; however, any expenses recoverable from third parties shall be equitably distributed, as determined by the IPHMAS Executive Board, among the Member Entities supplying the aid and assistance. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute or other compensation mechanism.

SECTION SIX **Insurance**

Each IPHMAS Member Entity shall be responsible for maintaining its own insurance or self insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Mutual Aid Agreement. Each IPHMAS Member Entity shall bear the cost of its own defense. This Mutual Aid Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Member Entity with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

SECTION SEVEN **Waiver of Claims**

Each IPHMAS Member Entity agrees and hereby releases and waives all claims against all other Member Entities participating in this Mutual Aid Agreement with respect to any loss, damage, personal injury, or death sustained by that Member Entity, its employees, or third

parties as a result of its participation in the activities covered by this Mutual Aid Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by a IPHMAS Member Entity participating in this Mutual Aid Agreement.

SECTION EIGHT
Non-Liability for Failure to Render Aid

The rendering of aid and assistance under the terms of this Mutual Aid Agreement shall be voluntary. While each Aiding Member Entity agrees to use its best efforts to immediately notify the Stricken Member Entity of the Aiding Member Entity's inability to render aid and assistance; no party shall be liable for failure to immediately notify the Stricken Member Entity of such inability to respond.

Notwithstanding any other provision of this agreement, no liability of any kind or nature shall be attributed to or be deemed expressly or implicitly assumed by a Member Entity or its duly authorized agents and personnel, for a decision not to render aid and assistance, nor shall there be any liability of a Member Entity for withdrawal of aid and assistance once provided pursuant to the terms of this Mutual Aid Agreement.

SECTION NINE
Term and Termination

This Mutual Aid Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any Member Entity participating herein may terminate its participation in this Agreement which termination shall constitute termination of the Member Entity's participation in the IPHMAS, at any time, provided that the Member Entity wishing to terminate its participation shall give written notice to the Executive Board specifying the date of termination, such notice to be given at least sixty (60) calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given in the manner provided in **SECTION THIRTEEN** hereunder. In the event any Member Entity terminates its participation in this Agreement, this Agreement shall remain in full force and effect as between all other Member Entities who are signatories hereto.

SECTION TEN
Effectiveness

This Mutual Aid Agreement shall be in full force and effective to each Member Entity upon execution on behalf of such Member Entity in the manner provided by law.

SECTION ELEVEN
Binding Effect

This Mutual Aid Agreement is not assignable or transferable.

SECTION TWELVE

Validity

The invalidity of any provision of this Mutual Aid Agreement shall not render invalid any other provision. If, for any reason, any provision of this Mutual Aid Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and the remaining provisions of this Mutual Aid Agreement shall survive and shall remain in force and effect.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally or by registered mail or certified mail to the parties at their official places of business, with a copy sent to such addresses as may be designated from time to time on the IPHMAS Member Entity Roster.

SECTION FOURTEEN

Governing Law

This Mutual Aid Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Mutual Aid Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. The Executive Board of IPHMAS shall maintain a complete set of original counterparts with respect to each party to this Agreement.

SECTION SIXTEEN

Executive Board of IPHMAS

An Executive Board is hereby established for the purpose of facilitating requests for assistance, gathering and analyzing data regarding requests for mutual aid, disseminating outcomes information regarding mutual aid requests, and performing all duties set out in this Mutual Aid Agreement. To facilitate the implementation of the IPHMAS, the Executive Board may adopt bylaws, policies and procedures regarding any matters deemed necessary by the Member Entities.

The Executive Board shall be composed of nine (9) representatives from the IPHMAS Member Entities to be elected by a simple majority vote of the Local Public Health Officers representing each participating IPHMAS Member Entity. Of those members initially elected, three (3) shall serve for a term of three (3) years; three (3) shall serve for a term of two (2) years; and three (3) shall serve for a term of one (1) year. Thereafter, each elected member shall hold office for a term of three (3) years.

A President and Vice-President of the Executive Board shall be elected from the representatives of the Member Entities and shall serve without compensation. The President, Vice-President and other officers as are provided for in the bylaws shall coordinate the activities of the **IPHMAS**.

The Director of the Illinois Department of Public Health (hereinafter "IDPH") may appoint two employees from the Division of Emergency Preparedness and Response within IDPH to serve as liaisons between the IDPH and local public health entities. Such IDPH employees shall not be members of the Executive Board of the **IPHMAS** but may regularly attend Executive Board meetings and participate as determined by the Executive Board or the Member Entities.

SECTION SEVENTEEN
Duties of the Executive Board

The Executive Board shall perform those duties as stated in this Mutual Aid Agreement, adopt the bylaws, policies and procedures of the **IPHMAS**, for the purpose of governing the conduct of its own meetings and administrative functions and other relevant matters pertinent to the facilitation and operation of this Mutual Aid Agreement as it deems necessary. The Executive Board's role shall be advisory only and no determination of the Executive Board shall be binding upon any party unless that party has agreed to be bound by such determination in the manner provided by law.

SECTION EIGHTEEN
Amendments

This Mutual Aid Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of the bylaws, policies and procedures of the **IPHMAS** as adopted by the Executive Board.

SECTION NINETEEN
Authorized Signatory

The undersigned affirm that they have authority to sign on behalf of the **Member Entity** and the **Member Entity** hereby agrees to be bound by the terms of this Mutual Aid Agreement provided herein. **The Signatories below certify that this ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM (IPHMAS) Mutual Aid Agreement has been adopted and approved by resolution, a copy of which document is attached hereto.**

APPROVED:

P.A. "Sue" Berglund
President
McLean County Board of Health

Robert J. Keller, Director
McLean County Health Department

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

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

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
ARROWSMITH TOWNSHIP TO CHANGE POLLING PLACE

WHEREAS, the Supervisor of Arrowsmith Township has formally requested that a polling place in Arrowsmith Township be relocated to improve voter accessibility for the elderly and the handicapped; and,

WHEREAS, the Supervisor of Arrowsmith Township has recommended that Arrowsmith Township precinct #1 be relocated from the Township Hall to the Arrowsmith Village Hall, North Main Street, Arrowsmith, Illinois; and,

WHEREAS, the Finance Committee, at its regular Committee meeting on Tuesday, October 5, 2004, recommended approval of the request received from the Supervisor of Arrowsmith Township; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Arrowsmith Township to relocate precinct #1 to the Arrowsmith Village Hall, North Main Street, Arrowsmith, Illinois.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the Supervisor of Arrowsmith Township and the First Civil Assistant State's Attorney.

ADOPTED by the McLean County Board this 19th day of October, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board



PeggyAnn Milton
McLean County Clerk
(309) 888-5190
Fax (309) 888-5932
Tax Administration (309) 888-5187
Elections Administration (309) 888-5186
104 W. Front Street, Room 704 • P.O. Box 2400 • Bloomington, IL 61702-2400
E-mail: peggyann@mclean.gov

We've moved to:
Government Center
115 E Washington Street, Room 102
P.O. Box 2400
Bloomington, IL 61702-2400
Website: www.mclean.gov/countyclerk

DATE: September 21, 2004
TO: Chairman Sorensen
Honorable Members of the Finance Committee
FROM: Maria L. Pascua *Maria L. Pascua*
RE: Polling Place Change

Enclosed please find a request from Arrowsmith Township to change the location of their polling place. We are in support of this relocation.

We respectfully request your approval of this change.

Thank you.

Enclosure

DATE: September 16, 2004

TO: County Clerk, Peggy Ann Milton

FROM: James Wick

Arrowsmith Township is moving the voting station,
from the Town Hall to the Village Hall at P.O.
44, North Main St, Arrowsmith, IL 61722.
To fulfill the requirements mandated by the
Dept. of A.D.A.

James Wick
superior

PROGRAM TITLE: McLean County Domestic Violence Multi-Disciplinary Team Program

AGREEMENT NUMBER: 601170

PREVIOUS AGREEMENT NUMBER(S): N/A

ESTIMATED START DATE: September 1, 2004

SOURCES OF PROGRAM FUNDING:

Violence Against Women Act (VAWA) Funds \$ 95,482

Matching Funds \$ 31,828

Over-Matching Funds \$ 23,671

Total: \$ 150,981

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

ADDRESS: 104 West Front Street, Room 605
Bloomington, Illinois 61701

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: Michael P. Sweeney
TITLE: McLean County Board Chairman
TELEPHONE: 309-888-5110

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

PROGRAM AGENCY: McLean County State's Attorney's Office

ADDRESS: 104 West Front Street, Room 605
Bloomington, Illinois 61701

PROGRAM DIRECTOR: William A. Yoder
TITLE: McLean County State's Attorney
TELEPHONE: 309-888-5402
EMAIL: wvoder@mclean.gov

FISCAL CONTACT PERSON: William A. Yoder
AGENCY: McLean County State's Attorney's Office
TITLE: State's Attorney of McLean County
TELEPHONE: 309-888-5402
FAX: 309-888-5429
EMAIL: wvoder@mclean.gov

PROGRAM CONTACT PERSON: William A. Yoder
TITLE: State's Attorney of McLean County
TELEPHONE: 309-888-5402
FAX: 309-888-5429
EMAIL: wvoder@mclean.gov

INTERAGENCY AGREEMENT

Violence Against Women Act of 1994 Programs

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 120 South Riverside Plaza, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and 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 McLean County Domestic Violence Multi-Disciplinary Team Program.

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

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

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

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2001:

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

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Federal and State Grants Unit

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

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

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

SECTION 1. DEFINITIONS

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

SECTION 2. ELIGIBILITY FOR FUNDING

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

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

SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2004 through August 31, 2005.

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

However, no funds will flow under this agreement for the period of April 1, 2005 through August 31, 2005, unless and until the State of Illinois receives written approval of an extension to the funding period for the Violence Against Women Formula Grant Program (01-WF-BX-0015) from the Department of Justice that covers that period, and the

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Federal and State Grants Unit

Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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

SECTION 4. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 5. PROGRAM DESCRIPTION AND BUDGET

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

SECTION 6. PAYMENT

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

The maximum amount of federal funds payable under this agreement is \$95,482, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

SECTION 7. MATCH

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

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

SECTION 8. OBLIGATIONAL LIMITATION

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

SECTION 9. NON-SUPLANTATION

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

SECTION 10. REPORTING AND EVALUATION REQUIREMENTS

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

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

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

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

SECTION 11. PROGRAM INCOME

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

SECTION 12. MAINTENANCE OF RECORDS

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

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

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

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

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practical, open and free competition. The Implementing Agency must use procurement procedures which minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 500) and all applicable 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 should follow its established procurement process if it minimally adheres to standards established by the Illinois Procurement Code (30 ILCS 500), 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 less than \$25,000, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements of \$25,000 or more, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

All RFP's of \$25,000 or more, 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.

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

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

SECTION 14. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 15. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 16. INSPECTION AND AUDIT

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

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

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

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents,

papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 17. CLOSE-OUT REQUIREMENTS

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

SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT, NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Section 19 of this agreement.

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

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

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

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

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

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

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

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

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

SECTION 19. IMPLEMENTING AGENCY COMPLIANCE

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

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 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.

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- 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 20. 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 21 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 21. NONDISCRIMINATION

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

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

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- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472);
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

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

SECTION 22. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and the Violence Against Women Act of 1994. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 23. ASSIGNMENT

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

SECTION 24. SUBCONTRACTING

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

Subcontracts of \$25,000 or more, that involve the use of federal or matching funds, must be approved in writing by the Authority prior to their effective dates and execution by the Implementing Agency.

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

SECTION 25. INDEPENDENT CONTRACTOR

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

SECTION 26. EXHIBITS, AMENDMENTS

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

SECTION 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2001 Application and Program Guidelines, Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act

(15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

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

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

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

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

SECTION 29. CERTIFICATION REGARDING LOBBYING.

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

SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 31. DRUG FREE WORKPLACE CERTIFICATION

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

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

at least one (1) year but not more than five (5) years.

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

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

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

SECTION 32. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 33. COPYRIGHTS, PATENTS

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

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

SECTION 34. PUBLICATIONS

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

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

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

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

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

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

Any such publication shall contain the following statement:

"This project was supported by Grant # 2001-WF-BX-0015, awarded by the Office on Violence Against Women, Office of Justice Programs, U.S. Department of Justice, through the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice, or the Illinois Criminal Justice Information Authority."

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

SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

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

Taxpayer Identification Number:

Employer Identification Number 37-6001569

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

Legal Status:

<input type="checkbox"/>	Individual	<input checked="" type="checkbox"/>	Government Entity
<input type="checkbox"/>	Owner of Sole Proprietorship	<input type="checkbox"/>	Nonresident alien individual
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Estate or legal trust
<input type="checkbox"/>	Tax-exempt hospital or extended care facility	<input type="checkbox"/>	Foreign corporation, partnership, estate, or trust
<input type="checkbox"/>	Corporation providing or billing medical and/or health care services	<input type="checkbox"/>	Other: _____
<input type="checkbox"/>	Corporation NOT providing or billing medical and/or health care services		

SECTION 36. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Office on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grants Program (2001-WF-BX-0015)
- Grant Award Year: Federal Fiscal Year 2001

SECTION 37. DISPOSITION REPORTING

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

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SECTION 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

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

SECTION 39. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

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

SECTION 40. INTEGRATION

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

SECTION 41. SEVERABILITY

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

SECTION 42. CONFIDENTIALITY REQUIREMENTS

The Office on Violence Against Women may issue confidentiality policies or guidelines that grantees must adhere to as a condition for the receipt of Violence Against Women Act (VAWA) funds. The Implementing Agency shall comply with any of these policies or guidelines as a condition for the receipt of VAWA funds.

SECTION 43. EQUIPMENT REQUIREMENTS

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

- A. Reduce the amount of federal funding;
- B. Cancel this agreement;

- C. Allow the Implementing Agency to reallocate the federal or matching funds that were allocated for such equipment to other allowable, Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

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

SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers 601170, 601171, 601172, 601173, and 601174) is conditioned upon adherence to the following special conditions by all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Office, Mid Central Community Action's Countering Domestic Violence, Bloomington Police Department and McLean County Court Services:

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers 601170, 601171, 601172, 601173, and 601174), including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Office, Mid Central Community Action's Countering Domestic Violence, Bloomington Police Department, and McLean County Court Services are received by the Authority.
2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:
 - Review the Multidisciplinary Team Response Protocol;
 - Notify the Authority as to any revisions made to the protocol; and
 - Provide a copy of any protocol revisions to the Authority.
4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.
5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers 601170, 601171, 601172, 601173, and 601174) shall meet regarding domestic violence case statuses.
6. Law enforcement funded partners, including McLean County Sheriff's Office and Bloomington Police Department shall use a uniform domestic violence law enforcement report form, and encourage non-funded law enforcement agencies in McLean County to use the uniform report form.
7. If any grant-funded position is vacant for more than:
 - 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will

- be provided during the vacancy.
- 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
 - 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

SECTION 44. ACCEPTANCE

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

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority

Date



Michael F. Sweeney
County Board Chair
McLean County

Date

Rebecca McNeil
County Board Treasurer
McLean County

Date

William A. Yoder
State's Attorney
McLean County

Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit



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

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

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

Name and Title of Authorized Representative

Signature

Date

Name of Organization

Address of Organization

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

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

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

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

OR

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

CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under
- Enter the name of the grantee/organization, and the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions in regards to the civil rights compliance.)
- **CERTIFICATION STATEMENT:** The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The agency also needs to certify if it has or has not had any finding of discrimination.
 - Print the name of the responsible official who is certifying to compliance and the name of the entity.
 - If the agency has had no finding of discrimination, please check this box. If the agency has had a finding of discrimination, please check this box and attach a copy of the findings to the certification.
 - Sign the certification.

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

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

Grant Program (circle applicable federal grant program):
ADAA/BYRNE, JAIBG, LLEBG, NCHIP, RSAT, VAWA, VOCA, VOITIS, Other (Specify)

Grant Number: Federal Grant Award Amount: \$

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #: Fax #: E-mail address:

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

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

Check all of the following that apply:

- | | |
|--|--|
| <input type="checkbox"/> ENTITY HAS LESS THAN 50 EMPLOYEES | <input type="checkbox"/> ENTITY DOES NOT RECEIVE A GRANT OR AWARD OF AT LEAST \$25,000 |
| <input type="checkbox"/> ENTITY IS A NON-PROFIT ORGANIZATION | <input type="checkbox"/> ENTITY IS A MEDICAL INSTITUTION |
| <input type="checkbox"/> ENTITY IS AN INDIAN TRIBE | <input type="checkbox"/> ENTITY IS AN EDUCATIONAL INSTITUTION |

[Signature of Responsible Official] [Print Name and Title] [Date]

OR **SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)**

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

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

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

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

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

[Signature of Responsible Official] [Print Name and Title] [Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

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

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name:

Certification Statement:

I, _____ [Responsible Official], certify to the following statements:

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

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

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

Check the following item that applies:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

(If there have been findings, you **MUST** forward a copy of the finding(s) to the Authority, along with this certification)

[Signature of Responsible Official]

[Title]

[Date]

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION INSTRUCTIONS

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

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

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

OR

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

CIVIL RIGHTS COMPLIANCE CERTIFICATION INSTRUCTIONS

- Circle the grant program that the grant is funded under
- Enter the name of the grantee/organization, and the address, contact person and contact information on the lines provided. (The contact person should be someone who is familiar with the grant and able to answer questions in regards to the civil rights compliance.)
- CERTIFICATION STATEMENT: The entity needs to certify that it is in compliance with all local, state and federal civil rights laws, regulations and guidelines as listed in the Interagency Agreement. The agency also needs to certify if it has or has not had any finding of discrimination.
 - Print the name of the responsible official who is certifying to compliance and the name of the entity.
 - If the agency has had no finding of discrimination, please check this box. If the agency has had a finding of discrimination, please check this box and attach a copy of the findings to the certification.
 - Sign the certification.

EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATION

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

Grant Program (circle applicable federal grant program):

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

Grant Number:

Federal Grant Award Amount: \$

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

SECTION A. CERTIFICATION (EEOP NOT REQUIRED)

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

Check all of the following that apply:

ENTITY HAS LESS THAN 50 EMPLOYEES

ENTITY IS A NON-PROFIT ORGANIZATION

ENTITY IS AN INDIAN TRIBE

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

ENTITY IS A MEDICAL INSTITUTION

ENTITY IS AN EDUCATIONAL INSTITUTION

[Signature of Responsible Official]

[Print Name and Title]

[Date]

OR

SECTION B. CERTIFICATION (EEOP REQUIRED AND ON FILE)

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

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

I, _____ [responsible official], certify that the

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

_____ [agency/organization name], at _____

_____ [address]

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

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

[Signature of Responsible Official]

[Print Name and Title]

[Date]

CIVIL RIGHTS COMPLIANCE CERTIFICATION

(Complete **ENTIRE** certification)

Grant Program (circle applicable grant program):

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

Grantee/Organization Name (hereafter referred to as the "Entity"):

Address:

Contact Person:

Telephone #:

Fax #:

E-mail address:

Grant Number/Contract Name:

Certification Statement:

I, _____ [Responsible Official], certify to the following statements:

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

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

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

Check the following item that applies:

THE ENTITY, ITS SUBGRANTEES AND CONTRACTORS HAVE HAD **NO FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

THE ENTITY, ITS SUBGRANTEES OR CONTRACTORS HAVE HAD **FINDINGS** OF DISCRIMINATION WITHIN THE PAST 5 YEARS

(If there have been findings, you **MUST** forward a copy of the finding(s) to the Authority, along with this certification)

[Signature of Responsible Official]

[Title]

[Date]

FISCAL INFORMATION SHEET

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

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

Implementing Agency: _____

Implementing Agency's FEIN #: _____ Agreement #: _____

Program Agency: _____

Program Title: _____

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

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____ Fax: _____

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

Name: _____

Title: _____

Agency: _____

Address: _____

Phone: _____ Fax: _____

3. Will a separate fiscal account/fund be maintained for the program?

_____ Yes, this account will maintain: (Choose one)

_____ Federal funds only

_____ Both federal and local matching funds

_____ No, but all program funds will be identified by a specific account or fund number and recorded within the general accounting records for the Agency.

4. Where should program fund disbursements be sent?

Address:

ATTN:

5. What organization is listed as holder of the bank account into which program funds will be deposited?

Effective 05/03

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Federal and State Grants Unit

Initial Cash Request

On behalf of _____

I am requesting an initial cash request of \$ _____ as permitted in Interagency Agreement # _____

Signature of Authorized Official

Date

Title

Program Name

Implementing Agency Fein Number

*Instructions for completion on reverse side

For Authority use only

Requested Disbursal _____

FED/GR

Approved by: _____

Date _____

Date _____

Effective 05/03

P:\FORMS\Initiation\Initial Cash Request 04.03.doc

INITIAL CASH REQUEST FORM INSTRUCTIONS

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

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

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



**ILLINOIS
CRIMINAL JUSTICE
INFORMATION AUTHORITY**

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

Questionnaire for Grantees of the Violence Against Women Act (VAWA) Grant Program

This questionnaire seeks information required by the Department of Justice, Office of Justice Programs, of all grantees of the VAWA Grant Program. Please answer each of the 12 items completely, and return along with your signed agreement.

Your assistance in supplying us this required information is sincerely appreciated. If any of the following questions seem unclear, or you have general questions, please contact your grant specialist.

1) Please enter the name of your agency here:

2) **Supplemental Funding:** Please list below all supplemental funding for *this project* other than the VAWA funds and the matching funds. A *project* is the specific goals and activities to be accomplished with VAWA funds. The funds listed below are funds which have not been reported previously. When reporting funds that will support the project for multiple years or for time periods beyond this reporting period, please either: (1) report the entire amount of the supplemental funds with the effective (beginning) and end dates or; (2) prorate the amount of supplemental funds to fit this reporting period. Thus, for each supplemental funding source listed below, please provide both the amount and the time period of other VAWA funds which support this project.

	Funding Amount	Effective Date	End Date
Federal Funds:			
Other VAWA funds, such as rural or arrest policies:	\$ _____	____/____/____	____/____/____
VOCA funds:	\$ _____	____/____/____	____/____/____
FVPSA funds:	\$ _____	____/____/____	____/____/____
Other Department of Justice funds, such as COPS, etc.:	\$ _____	____/____/____	____/____/____
PHHSBG sexual assault funds:	\$ _____	____/____/____	____/____/____
Other federal funds:	\$ _____	____/____/____	____/____/____
Non-federal funds:			
State funds:	\$ _____	____/____/____	____/____/____
Local government funds:	\$ _____	____/____/____	____/____/____
Private funds:	\$ _____	____/____/____	____/____/____
Other funds:	\$ _____	____/____/____	____/____/____

3) Which type of crime(s) does the project focus on? Please check all that apply. If the project has multiple focuses, please indicate the approximate percent of effort committed to each type of crime checked.

- Domestic Violence: _____ %
- Stalking: _____ %
- Sexual Assault: _____ %

4) Project's Purpose Area(s): Please check all that apply. If the project has multiple purpose areas, please indicate the approximate percent of effort committed to each purpose area checked.

- Training: _____ %
- Special unit: _____ %
- Policies, protocols, orders and services: _____ %
- Data/communications systems: _____ %
- Victim services: _____ %
- Stalking: _____ %
- Other: _____ %

5) Who is directly attending, using, or receiving project services or activities? Please check all that apply.

- Law Enforcement
- Prosecution
- Court Personnel (judges, magistrates, clerks, etc.)
- Probation, Parole, and other Corrections
- Victims
- Offenders (e.g., batterer intervention programs)
- Children or Youth (e.g., children of battered women residing in a shelter)
- The General Public (e.g., public education or awareness designed to enhance services to women)
- Private Non-Profit Victim Service Providers
- Public Sector Victim Service Providers
- Health Care Providers
- Other Service Providers (e.g., mental health, housing, social services providers, child protection, etc.)
- Other: _____

6) What type(s) of victim services are provided by the project? Please check all that apply. If no victim services are provided by the project, please check the first option.

- No victim services are provided.
- Direct services for victims designed to meet personal needs through counseling, therapy, safety planning, shelter, education/awareness, etc.
- Individual case advocacy for specific victims focused on helping them through the criminal and civil justice systems or other systems such as financial aid, housing, employment, health care, etc.
- Systems change advocacy (not related to individual victims) focused on promoting changes in justice and other systems to benefit all victims in general
- Other: _____

7) **Expanding Agency Capacity:** How does the project expand an agency's capacity to meet its goals? Please check all that apply. If no such activities are provided, please check the first option.

- No activities provided to expand agency capacity
- Increase staffing
- Purchase equipment or supplies
- Develop resource materials (e.g., notice of victims' rights or services, officers' or prosecutors' handbook, benchbook, materials translated into another language, etc.)
- Offer new services or improve existing services
- Enhance staff skills
- Other: _____

8) **Enhancing System-Wide Capacity in the Community or State:** How does the project enhance the capacity of several agencies across a community, region, territory, or state? Please check all that apply. If no such activities are provided, please check the first option.

- No activities provided to enhance system-wide capacity
- Needs or resource assessment/planning
- Provide technical assistance to other agencies
- Enhance coordination/communication on a larger community or system-wide basis within disciplines (e.g., a project to establish a statewide coalition of sexual assault victim service providers)
- Enhance coordination/communication on a larger community or system-wide basis across disciplines (e.g., a project to support a multidisciplinary coordinated community response in a city or county)
- Evaluate VAWA grant activities
- Other: _____

9) Please indicate which populations are considered underserved in the city, county, region, tribal area, or other area to be served by this project. Please check all that apply. Underserved populations include, but are not limited to, populations underserved because of geographic location (such as rural isolation), minority racial and ethnic populations which have been historically underserved, and populations underserved because of special needs such as language barriers or physical or mental challenges.

There are no underserved populations in this geographic area. (If this is checked, you may skip to item 12.)

A. Geographic Location:

- Rural area
- Underserved urban area

Other: _____

B. Racial/Ethnic Population:

- African-American
- Asian-American
- Pacific Islander
- Hispanic
- Native American

Other: _____

C. Non-English Speaking:

- Spanish speaking
- Speakers of an Asian language

Other language: _____

D. Special Needs:

- Mentally/emotionally challenged women
- Physically/medically challenged women
- Older women
- Migrant farm workers
- Lesbians
- Immigrants
- Women at risk (e.g., incarcerated, prostitutes, substance abusers, etc.)

Other: _____

10) Will this project emphasize – *make specific efforts to reach or serve* – an underserved population?

- NO (If this is checked, you may skip to item 12.)
- YES, the project will emphasize the following underserved population classifications: (check all that apply.)

A. Geographic Location:

- Rural area
- Underserved urban area
- Other: _____

C. on-English Speaking:

- Spanish speaking
- Speakers of an Asian language
- Other language: _____

B. Racial/Ethnic Population:

- African-American
- Asian-American
- Pacific Islander
- Hispanic
- Native American
- Other: _____

D. Special Needs:

- Mentally/emotionally challenged women
- Physically/medically challenged women
- Older women
- Migrant farm workers
- Lesbians
- Immigrants
- Women at risk (e.g., incarcerated, prostitutes, substance abusers, etc.)
- Other: _____

11) Which of the following methods will be used to reach or serve underserved populations? Check all that apply.

- Members of the population will be hired or used as staff or volunteers.
- Staff or volunteers who speak the population's language will be hired or used.
- Materials in the appropriate language (including Braille and TTY services) will be provided to members of the population.
- Special outreach efforts will be made to reach members of the population, such as opening satellite offices.
- Staff or volunteers will receive training to increase cultural competence, such as training in norms and values of the relevant population.
- Special services tailored to their unique needs and appropriate to their culture will be provided to members of the population.
- The grantee agency or its affiliates will build partnerships with other agencies that serve or represent the population.
- The grantee agency or its affiliate is an agency that serves or represents the population.
- Other: _____

12) Full Faith and Credit Issues - Please indicate whether this project addresses intrastate or interstate enforcement of protection orders (or both, or neither). Projects might address full faith and credit issues through training, policy development, data systems, victims services, etc.

Does this project address intrastate enforcement of protection orders – enforcement across the localities within a state?

- YES
- NO

Does this project address interstate enforcement of protection orders – enforcement across the localities of different states?

- YES
- NO

Effective 05/03

DOMESTIC VIOLENCE MULTI-DISCIPLINARY TEAM PROGRAM

EXHIBIT A #601170

Part I: Description of Organizations:

Please provide a brief description of the state's attorney's office.

The McLean County State's Attorney's Office (SAO) consists of twenty-three full-time assistant state's attorneys and provides a full range of criminal prosecution services, juvenile court services, child support enforcement services, and civil representation of County government.

The mission of the McLean County State's Attorney's Office is to provide excellent legal services pursuant to criminal prosecution goals of the office, to serve victims of crime as if they were clients, to protect their statutory and constitutional rights within the criminal justice system; to provide excellent legal services in connection with non-criminal services listed above.

The office is comprised of specialized units or divisions as outlined below:

- Major Crimes Unit -- professional staff devoted to prosecution of the most serious felony offenses including murder, attempted murder, and criminal sexual assaults.
- Domestic Violence Unit -- professional staff devoted to felony and misdemeanor prosecution of domestic violence cases (see attached policy concerning domestic violence prosecutions).
- Child Sexual and Physical Abuse Division -- professional staff devoted to assisting the Children's Advocacy Center in the initial stages of an investigation and thereafter prosecuting any felony offense which arises therefrom through final trial and sentencing.
- Drug and Gang Unit -- professional staff devoted to felony prosecution of gang and/or drug cases.
- Juvenile Unit -- professional and paraprofessional staff devoted to abuse and neglect proceedings, delinquency cases and collaboration with the Children's Advocacy Center.
- Victim-Witness Service -- paraprofessional staff devoted to notification and other support services to victims of felony, misdemeanor, juvenile and traffic crimes and witnesses in those cases.
- Misdemeanor Unit -- professional staff devoted to prosecution of non-domestic violence and property crime cases.
- DUI/Traffic Unit -- professional staff devoted to prosecution of DUI, major and petty traffic crime cases.
- Child Support Enforcement Program -- professional and non-professional staff devoted to Title IV-D child support services to citizens of McLean County.

Does your agency's Domestic Violence Protocol address the prosecution of non-cooperative victims? Please explain.

YES -- The Domestic Violence Unit begins addressing non-cooperative victims by using vertical prosecution. The domestic violence attorney screens the initial case and requests any additional follow-up that may be required of a victim or witness. Throughout the course of the vertical prosecution, the victim has repeated contact with the attorney and begins to develop a relationship or understanding with said attorney or support staff within the State's Attorney's Office.

Does this office pursue evidence-based prosecutions? Please explain,

YES -- The McLean County State's Attorney's Office uses handwritten statements, statements to medical providers, excited utterances, and photographs, video- and audio-taped statements, along with independent witnesses in attempting to gain convictions in the absence of a cooperative victim.

Does this office have a "No Drop" policy? Please explain.

YES -- Once charges are filed, this office proceeds with the prosecution regardless of victim cooperation using the techniques described above.

Please provide a brief description of the law enforcement agency.

1. The McLean County Sheriff's Office Law Enforcement arm is comprised of 50 sworn deputies who work in divisions of Patrol, Criminal Investigations, Court Security, and Process Service. We serve the rural McLean County populous, approximately 20,000 people. Geographically we cover approximately 1,200 square miles. At this time, there is not a designated domestic violence unit within the McLean County Sheriff's Office.

Do your agency's Domestic Violence Protocol address dual arrests? Please explain.

Our department's domestic violence protocol does not specifically address dual arrests. In most instances, we rely upon the State's Attorney's Office for recommendation of charges.

2. The Bloomington Police Department is a 115 sworn personnel municipal police department consisting of Administration, Patrol, Criminal Investigations Division, Pro-Active, Traffic, K-9, and Vice. At this time, there is not a designated domestic violence unit within the Bloomington Police Department.

Does your agency's Domestic Violence Protocol address dual arrest? Please explain.

YES -- Dual arrests are discouraged. The predominant aggressor is the target of arrest, determined through a thorough investigation.

Please provide a brief description of the victim service agency.

Mid-Central Community Action's "Countering Domestic Violence" Program (CDV) is McLean County's comprehensive domestic violence victim services provider. These services include: Neville House emergency shelter; 24-hour hotline; legal advocacy and court support; criminal justice advocacy follow-up; individual adult counseling; support groups for children, teens, and adults; educational groups for children and adults; dating violence prevention programs; community education seminars; 40-hour training. All services are free and confidential to domestic violence victims.

Please provide a brief description of the probation/court services department and its relationship, if any, to the proposed budget.

McLean County Court Services is made up of adult and juvenile probation as well as juvenile detention. The domestic violence intensive probation supervision program is an extension of the McLean County Court Services-Adult Division, and all guidelines and policies applicable to the court services office apply to the domestic violence intensive probation supervision unit.

The primary purpose of the domestic violence intensive probation supervision (DVIPS) program is to provide services to an identifiable group of offenders who have battered a spouse, family member, or a significant other. The major emphasis of the program is victim(s) safety and deterrence of further violence. The DVIPS supplies the court a viable sentencing alternative, which when selected would place offenders in a highly structured and service oriented system.

Domestic violence intensive probation supervision unit currently consists of two (2) officers and a support specialist. The three (3) work together as a team monitoring the domestic violence offenders' (those placed on probation as well as conditional discharge and court supervision) compliance with treatment/intervention. Each officer manages a caseload of forty (40) cases for a period of time not to exceed twelve (12) months. Upon completing the twelve (12) months, the cases are transferred to regular supervision for the remainder of the term.

The office support specialist's primary responsibility is to monitor all conditional discharge/court supervision offenders referred to the unit by the court, supply offenders with appropriate forms, schedule officer appointments, respond to telephone calls, case note offender contacts, and assemble file folders. The office support specialist will orientate offenders receiving a disposition of court

supervision/conditional discharge with their requirements and expectations while monitored by the unit.

The unit works closely with the protocol treatment agencies in the community, as well as the police agencies and states attorney's office. They are intricately involved in review hearings by providing information to the court as to the offenders' compliance with any court ordered treatment.

If this is a probation department, has a written Domestic Violence Protocol been established by this department?

Probation does have a domestic violence protocol established. It is used during the intake process.

Does this department have a specialized Domestic Violence Order of Probation?

The department does not have a specialized domestic violence order of probation.

Please provide a brief description of an additional Multi-Disciplinary Team agency.

1. See attached letter for Domestic Violence Task Force.
2. The Children's Advocacy Center is the coordinating unit for the McLean County Multidisciplinary Child Abuse Team. Services are wrapped around a child's family's need including forensic interviewing, therapy, medical, court advocacy and follow up in a child-sensitive environment.

Has a written Domestic Violence Protocol been established by this agency?

No written Domestic Violence Protocol has been established by this agency however development of a protocol between the Children's Advocacy Center, Countering Domestic Violence, and other MDT members is in progress.

3. Normal Police Department

The Normal Police Department is a municipal department consisting of 74 sworn officers, 10 civilians and 3 part time employees. The department is made up of Administration Patrol, K-9, Criminal Investigations, Domestic Violence, Vice and Proactive Crimes.

The domestic violence unit reports to the Criminal Investigation division and is responsible for follow up on domestic related cases of battery, alleged battery or when there is the potential for violence to escalate. This unit is made up of one detective who spends approximately 75% of his time investigating domestic violence related cases and a part time DV advocate. Together they provide follow

up with victims of domestic violence and provide them with information on how to obtain order of protection and conduct referrals to other agencies where services are needed.

Does your agency's Domestic Violence Protocol address dual arrest? Please explain.

The Normal Police Department has an established domestic violence protocol. It does not specifically address dual arrests. In most such instances, we rely upon the State's Attorney's Office for recommendation of charges.

4. Collaborative Solutions Institute (CSI) is a not-for-profit social service agency with the mission to "provide building blocks for a civil society". A component of CSI is AVERT, a domestic violence abuser program that ten years ago, was one of the founding entities of the original collaboration in McLean County addressing the need for a unified multi-disciplinary response to domestic violence. AVERT is certified by the State of Illinois as a Partner Abuse Protocol compliant agency and provides comprehensive abuser services that include: assessment; psycho-educational domestic violence group education; individual counseling; mental health counseling and intervention. Grants and fees pay for the services. A sliding fee scale is available.
5. PATH is a 24-hour crisis information and referral center in McLean County. PATH provides investigation, assessments, and casework to victims of abuse and neglect to any resident of McLean County 60 or older. PATH will always attempt to utilize the least restrictive alternative that will allow the older person to remain independent.
6. Chestnut Health Systems – This is a DHS protocol approved batterers intervention program. The program addresses developing and maintaining relationships that are respectful and violence free. ITR's treatment is based upon the premise that individuals must assume personal responsibility for controlling and eliminating their violent actions as well as accepting responsibility for the consequences of their behavior. ITR provides this program with the safety of victims as its highest priority. The program services men and women.

The program consists of 24 weekly group sessions lasting one and one half-hours each. These groups are divided into two parts: part one meet for eight weeks followed by part two which consists of 16 sessions. Groups are offered both daytime and evening hours. Persons may begin with the first class after completing two face-to-face assessment interviews.

7. BroMenn Hospital -- This is also a DHS protocol approved batterers intervention program. The Program addresses power and control beliefs and behaviors. Content is learned through handout, group discussions, role-plays and video. Content includes: basics of accountability; cycle of violence; power and control tactics; conflict resolution skills; victim empathy, and effects of violence on

children. The primary objective is to help men completely refrain from violent and abusive behavior. Men are taught how to develop and maintain non-violent, respectful relationships with women and children. A telephone interview with the victim and the current partner obtaining a complete history of violence may be requested.

The program consists of 26 group sessions held weekly. Each session is one and a half hours in length and is facilitated by a male/female team. Groups are scheduled both daytime and evening hours. Two appointments are necessary for assessment/evaluation. One appointment is required for intake into group treatment plans and participation contracts.

8. Eleventh Judicial Circuit Family Violence Coordinating Council - See attached Fact sheet and letter in support
9. CAEPV -- See attached letter.
10. Western Avenue -- See attached letter

Description of Jurisdiction:

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

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

Please describe any steps this jurisdiction has taken toward the development of coordinated domestic violence protocols.

The Eleventh Judicial Circuit of Illinois is the trial court jurisdiction covering a five county area, including McLean County, Ford County, Livingston County, Woodford County, and Logan County. The Eleventh Judicial Circuit formed its Family Violence Council in 1993. Beginning in the summer of 1993, a group of concerned citizens, as an outgrowth of Countering Domestic Violence Advisory meetings, met to discuss the need for a circuit-wide refocusing of attention on the problem of domestic violence in the

community. The primary focus of these early meetings was on targeting the service gaps in the community's response to incidents of family violence.

This initial group additionally set recommendations and targeted implementation of certain goals. A consensus was reached to try to accomplish the following:

1. The 11th Circuit should develop resources aimed at treatment for perpetrators of domestic violence and coordinate the provision of treatment service for use in conjunction with the court process.
2. Community and government agencies should work together for integrated screening, referral, prosecution and victim support in domestic violence cases.
3. Community members and government officials should develop a training team to provide interdisciplinary training for all service providers involved in handling domestic violence cases.

It was this third recommendation that truly drove the creation of the Eleventh Judicial Circuit Family Violence Coordination Council. The steering committee of the council meets quarterly to provide updated information to all participants in the domestic violence field. The steering committee has also developed a committee system to plan education programs, problem resolution, and information flow. Quarterly, the Council hosts education presentations on a variety of topics: law enforcement protocols, changes in the law, alternative dispute resolution in the schools, and other topics.

The Council consists of representatives from the following groups:

Judiciary	State's Attorney
Police Departments	Sheriff's Department
Clergy	Advocates
Members of the Public	Physicians
Shelter Workers	Court Services
Educators	Legal Services
Treatment Providers	

McLean County criminal justice agencies and local domestic violence service providers have entered into several formal networking agreements, evidencing their commitment to collaborative action.

The State's Attorney's Office provides office space for Countering Domestic Violence/Neville House Advocates to provide legal advocacy services to victims of domestic violence. This collaborative unit known as the Domestic Violence Legal Advocacy Unit handles both criminal and civil orders of protection.

The McLean County Circuit Clerk's Office has entered into an annual agreement with CDV/Neville House to provide information and advocacy services to victims of domestic violence seeking orders of protection on a pro se basis. This arrangement has been in existence for approximately ten years.

The Steering Committee of the Family Violence Coordinating Council for the Eleventh Judicial Circuit of Illinois felt that there was a sufficient need in the Circuit to justify piloting a program for implementing the Model Domestic Violence Protocol for Law Enforcement, Prosecution and the Judiciary. Through the implementation and testing of the Model Domestic Violence Protocol, governmental entities and service providers in McLean County focused on collaborative, multi-disciplinary training and the process/procedures necessary to pursue "victimless" prosecution throughout the jurisdiction.

The collaborating partners in the Domestic Violence Protocol Implementation Program (ICJIA) worked together beginning in 1997 to implement coordinated domestic violence protocols. The State's Attorney's Office, Sheriff's Department, Bloomington Police Department and Normal Police Department all cooperated in this effort along with treatment providers, victims services, the Domestic Violence Task Force and the Family Violence Coordinating Council.

The McLean County State's Attorney's Office Policy and Protocol Governing the Conduct of Domestic Violence Prosecutions went into effect September 15, 1998. This policy was scrutinized for victim safety prior to being adopted. All collaborating partners gave input on the charging consideration, evidence collection and procedures after the case is charged.

Does this jurisdiction have an established Family Violence Coordinating Council?

Yes.

If Yes, please include information of staff size and activities:

There is one staff person in our FVCC. Each County has a Domestic Violence Task Force. The Eleventh Judicial Circuit Family Violence Coordinating Council is the liaison for the Circuit to each of these Task Forces. There are two ongoing committees. The Planning Committee, which has representatives from each county Task Force, and the Clergy Committee, which is involved in addressing the education needs (regarding domestic violence) for the clergy in the Circuit. All the committee members are volunteers from different disciplines.

Activities include: organizing conferences, workshops and training seminars; publishing informational and resource material; collaboration with community agencies to identify needs and development of resources; offer technical assistance to county domestic violence coalitions and service providers; develop domestic violence protocol with community service providers.

Please describe any steps this jurisdiction has taken toward the development of a lethality assessment tool for domestic violence.

CDV has developed the following lethality assessment tools:

As victim services providers, we assess victim safety in two ways. Our advocates use a four level lethality scale to assess the risk a given victim is facing from the batterer. Levels one through four are divided by behaviors that indicate the amount of harm suffered by the victim, loved ones and pets, as well as threats made by the batterer. A level one risk translates to a victim being at a very small risk of death or serious physical injury; a level four denotes a very high risk of death or an immediate threat to a victim's life.

Advocates also assess victim safety through open-ended questions included in both our intake paperwork as well as in our in-depth Assessments packets. These questions ask a victim to recount past abuse, describe patterns in his or her relationship and to provide any relationship specific information that he or she feels is relevant to safety concerns.

One of the key goals of this project is the identification of areas of the criminal justice response to domestic violence victims that may need improvement. Please describe any steps this jurisdiction has made toward the development and/or implementation of a coordinated data collection method to track cases across partner agencies.

McLean County has developed and in place an integrated justice system to which each law enforcement agency within the county, the State's Attorneys Office, and the Courts have access. This system allows for the easy retrieval of specific data from the system related to arrests, defendants, charges, filings, and dispositions.

The McLean County Domestic Violence Task Force will be requesting data from the key stakeholders every six months to analyze trends and gaps in our coordinated response. The Task Force meets on a quarterly basis. The first data analysis report will be available at the November 2004 meeting.

Part II: Summary of Program.

This section will help us understand the project for which you are seeking VAWA funds. This must include all activities funded with VAWA and match funds by all participating agencies of the multi-disciplinary team. All activities funded through this program must be related to the other partner agencies' activities and must demonstrate collaboration and the coordination of activities. Include a description of the coordination and who will be responsible for the coordination. Do not include a description of activities that will not be funded with VAWA or match funds.

The Bloomington Police Department will hire back 34 hours per week and McLean County Sheriffs Department, one full time Deputy, to perform follow-up investigation on domestic violence related incidents or arrests. This follow-up will be for the purpose of securing witness statements, photographs of injuries, recorded statements, serving of subpoenas and for referral to partner agencies for victim services. The officers will maintain open lines of communication with the State's Attorney's Office regarding additional potential follow-up investigation on cases selected by the multidisciplinary team. The officers will be accompanied, when practicable, by victim's advocates, who will provide victims information regarding their rights under the IDVA and to share resources available, such as shelter, hotline, OP, etc. It is not feasible for victim's advocates to accompany officers on initial domestic calls, but it is the goal to have a victim's advocate, when possible, accompany an officer for any follow-up visits to a victim. Under the proposal set forth by McLean County, the Bloomington Police Department and McLean County Sheriff's Department will each receive specialized training by sending, when possible, a representative to the national domestic violence conference. Each specialized officer will also attend roll call training, and day training. Those officers will receive specialized training on the use of digital cameras and other equipment to improve the quality of the evidence retrieved. Specialized officers or supervisors will also provide training to the other members of the Multi-Disciplinary Team. Each officer will report to his or her supervisor the contacts or arrests made, and the referrals made to victim services, after each shift to be used in data collection. Each police department will be represented at the multidisciplinary team meetings.

The State's Attorneys Office will be staffed with two full time attorneys. One will supervise and handle felony cases and one will handle both felony and misdemeanor cases. The State's Attorney's Office will also employ the Project Coordinator. The supervising attorney will monitor the screening of cases, all members of the domestic violence team within the State's Attorneys office, and data collection. Both attorneys will be responsible for all aspects of the prosecution of felony domestic violence cases in their respective courtrooms. They will also be responsible for screening cases each morning following arrests and communicating with police and other partner agencies regarding follow-up investigation and or service referrals. The attorneys will act as backup to the victim advocates and will facilitate and/or prepare orders of protection in the absence of an available advocate. In addition to screening and handling all aspects of misdemeanor DV cases, including referral to partner agencies when appropriate, the

felony/misdemeanor attorney will attend weekly review hearings in court to monitor the progress made by convicted offenders toward their treatment requirements. All attorneys will attend specialized domestic violence training and will be responsible for conducting roll call training for police departments as well as other partnering agencies. One or more of the attorneys will represent the prosecution on the MDT.

All of the above positions within the State's Attorney's Office will input the relevant data into the Electronic Justice System (EJS) where the Project Coordinator will have immediate access to it for the purpose of collecting and collating the information. All other partnering agencies will feed statistical information to the program coordinator.

The Project Coordinator (PC) will facilitate all MDT meetings and will present the statistical information at the meetings. He or she will facilitate communication between the partnering agencies whether funded or unfunded. The PC will work with partner agencies in preparing and refining a lethality assessment. The Project Coordinator will work with each member of the MDT to standardize the domestic violence protocols throughout the jurisdiction to better meet the goals of the partner agencies including as its primary objective the elimination of violence against women. In this regard, the Project Coordinator will take every opportunity to address civic or other groups to raise awareness of domestic violence. The PC will be responsible for the design and updating of an informational website designed to educate victims and the public regarding available victim services, intervention and advocacy in the community. The Project Coordinator will develop in conjunction with the MDT standardized forms and protocols for use by other partner agencies to use when responding to DV incidents. The PC will receive training from the State's Attorney's Office on the workings of the Electronic Justice System, (McLean County's integrated justice system) and will use said system for the collection of data to be presented to MDT members. The Project Coordinator will extract, collate, and present said statistical information to the ICJIA.

Through efforts from the police and a victim advocate at the initial crisis point, intervention for victims of domestic violence can be more effective. This system allows victim services to proactively seek out domestic violence crime victims to offer education, support, and options. This is accomplished by having access to police reports and contacting the identified victims in person with an Officer (or by phone or mail if an Officer is unavailable). This is a critical component in the continuum of service because advocates do not have to wait for the victim to realize the imminent, life-threatening danger and then make the first step to contact the hotline to reach out for help. More victims can be served, hopefully at the lower end of the lethality / escalation of abuse scale, when advocates make the first step to offer assistance. Regardless of the measures used, research on victims of violence tells us that most women – perhaps 75 percent – do not report being victimized to the police (Tjaden and Thoennes, 2000). This is true in cases of rape (Koss, 1993; Kilpatrick, Edmunds, and Seymour, 1992; Bachman, 1998), in part because victims fear being blamed for their own victimization (Bachman, 2000), and true in stalking cases as well (Fremouw, Westrup, and Pennypacker, 1997; Thaden and Thoennes, 1998) It is also true of domestic violence (Dutton, 1988; Abel and Suh, 1987;

Bachman and Saltzman, 1995). As a community we must be prepared to respond effectively when a victim does report a domestic violence crime.

Countering Domestic Violence will have three advocates, including one bilingual advocate, in the office space provided within the State's Attorney's Office. Without knowing their legal rights and resources available to them, victims may be more likely to remain in an abusive relationship, potentially resulting in increased homicides. Having advocates in the State's Attorney's Office will provide support to victims throughout the process of asserting their rights and accessing the resources available according to the Illinois Domestic Violence Act. Without this support, victims may not understand the legal remedies available to protect them from further abuse, neglect or exploitation. The bilingual advocate will be available to assist Spanish-speaking victims and to ensure that this under-served population of victims will receive the same support and access to services as English-speaking victims receive. The bilingual advocate will also be available to provide her expertise to all project partners including during all court proceedings, order of protection proceedings, and law enforcement investigation.

Countering Domestic Violence is a certified forty- hour training site as well as a certified 150- hour supervisory site through Illinois Certified Domestic Violence Professionals, Inc. As such, Countering Domestic Violence will facilitate through the Project Coordinator the training of the MDT members and would offer the forty-hour training to the project staff. Countering Domestic Violence services funded through this project will provide victims with successful navigation through the criminal justice process to prevent further victimization. Victims will be informed of their legal rights and remedies, community referrals, options for safety to stop the violence such as: shelter and counseling resources to promote the empowerment and independence of the victim; and healing to transform from victim to survivor.

Countering Domestic Violence will feed all its statistical information to the PC at the State's Attorneys Office to collate and present to the MDT and to ICJIA. In addition, Countering Domestic Violence will utilize the ICJIA InfoNet data system to collect and report applicable data, and will represent victim services on the MDT.

Domestic violence can at a minimum undermine the self-confidence of the adult victim thereby limiting attempts to be self-sufficient, and at the extreme be life threatening. Because of the dynamics that evolve through the repeated cycle of violence, adult and child victims often experience shame, erosion of self-esteem, anxiety, paralyzing fear, and limited ability to improve the quality of life without outside support and intervention. Countering Domestic violence will provide training for the multi-disciplinary team agencies to ensure understanding of these complex dynamics to enhance compassion for the crime victim.

In summary, victims will be more supported, educated, and empowered through the criminal justice and legal advocacy services proposed in this project.

McLean County Court Services will employ two (2) domestic violence probation officers. The probation officers will be responsible for the supervision of all offenders sentenced in McLean County to domestic violence probation. The DV offenders will be given seventy-two (72) hours to contact a service provider to set an appointment for an initial evaluation. They will be required to provide the probation staff with documentation that they had an appointment for their assessment, and also documentation of the compliance with the assessment and any recommended treatment. The DV unit will be in constant contact with the DV service providers monitoring the offenders' compliance with treatment.

The DV unit has also developed a Victim Impact Panel for domestic violence (DV/VIP) offenders. All offenders convicted of domestic violence or on court supervision are ordered to attend a DV/VIP. Each panel begins with a keynote speaker. The keynote speakers range from the Coroner, a member of the faith community, the medical community, a member of the business community, and law enforcement. After the keynote speaker two (2) to three (3) domestic violence survivors speak about the impact domestic violence has had on their lives. It is a very powerful and affective panel. This program has received national recognition with McLean County being the only county in Illinois to implement such a program. The State of Ohio also has a DV/VIP program in which the training for the implementation of the program was provided by the McLean County staff.

The grant to fund the program terminated in 2001, and since that time the funding for the program has been provided by the McLean County Court Services probation fee fund. The funding to sustain this valuable program will cease at the end of the upcoming county fiscal year.

If there is no future funding for this program, the domestic violence specialized unit will cease and all domestic violence probation cases (75 as of last month) will be transferred to a non specialized probation officer and will not receive the services they now receive. The probation officers will provide statistical information to the PC in the State's Attorneys Office for collating and presentation to the MDT.

Please specify the un-funded partners and describe the activities of these agencies that will be coordinated with those of the funded project.

The Normal Police Department will continue to employ a detective who will dedicate 75% (seventy-five percent) of his time for the investigation of domestic violence cases. The detective will continue to work with the victim advocate stationed in the Normal Police Department to provide early intervention and access to available services for domestic violence victims. The Normal Police Department will continue to work with the State's Attorney's Office to conduct all requested follow up investigations, including securing witness statements, both written and recorded, photographs of injuries, serving

of subpoenas and referral to partner agencies for victim services. Normal Police Department has committed to gathering and maintaining statistics in the same format as all funded partners and will also continue to participate in the Multi-Disciplinary Team meetings.

The Domestic Violence Task Force will be the primary oversight agency. It will collect data from the project coordinator (PC) for evaluation at its quarterly meetings. It will present its findings to the Multi-Disciplinary Team at its regularly scheduled meetings.

The Eleventh Judicial Family Violence Coordinating Council will act as a liaison between the Multi-Disciplinary Team and the rest of the Circuit (Ford, Livingston, Woodford, and Logan Counties) to facilitate the exchange of ideas and information between the various jurisdictions and to maintain open lines of communication.

Chestnut Health Systems will continue to provide offender treatment. Chestnut will whenever possible, attend weekly Court review hearings and the Multi-Disciplinary Team meetings.

AVERT (CSI) will continue to provide offender treatment. AVERT will attend, whenever possible weekly Court review hearings, and the Multi-Disciplinary Team meetings.

PATH will provide a variety of services to individuals in the community, including crisis information and referral and elder abuse investigations. A representative of PATH will attend the Multi-Disciplinary Team meetings.

Corporate Alliance to End Partner Violence (CAEPV) will act as a liaison between the Multi-Disciplinary Team and the business community to facilitate the exchange of ideas and information.

Western Avenue will continue to work with the under served Hispanic population by providing counseling, service referrals and translation services.

Part III: Problem Statement

This section will help us understand why this project is important to your multi-disciplinary team as well as the community you serve. In this section we would like you to explain the domestic violence issues you hope to address through this program.

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

- Continuation of intergenerational cycle of abuse within our community.
Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, most often the mother, not taking steps to remove herself or her children from the household. As a result those children often grow-up believing domestic violence is an acceptable if not standard occurrence in life.
- Victims that have not received services -- no outreach for them so they remain silent and the abuse continues.
Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result they remain, feeling trapped in abusive relationships.
- Growing Spanish-speaking population - not receiving treatment and services due to lack of available personnel.
Due to a language barrier, information regarding available services or the service itself may not be available because of a lack of Spanish-speaking service providers.
- The elderly continue to be a silent population because there is no manpower to implement aggressive follow-up.
The elderly may be among the most vulnerable victims of domestic violence. Whether because of a sense of embarrassment, or dependency on their abuser, domestic abuse of the elderly often goes unreported.
- Holding the offender accountable for his/her actions.
There is a lack of available resources to ensure that each offender follows through with and completes his treatment. By implementing the review hearing process, this problem has improved and treatment has been completed in a more timely fashion. However, due to lack of funding, all necessary parties are having difficulty attending on a regular basis.
- Because the victims don't have adequate education or information they remain hostile to the prosecution process.
Because of a lack of understanding or fear of the court system, many victims may fail to follow through with the prosecution process by failing to appear at trial, or by changing their statement of what happened.
- Early intervention with victims is needed because the community has become a more transient population

Many victims that are not reached immediately and informed of available programs never find out about what services are available, because by the time someone tries to reach them to inform them, they have moved either within or outside our community. This also makes locating witnesses for trial problematic.

- Lack of community education and awareness.
- Need for education of new generation of police officers in domestic violence issues.

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

2000 - 2003

	2000	2001	2002	2003
Domestic Related Arrests	675	598	532	531
Domestic Violence Prosecutions	749	734	609	578
Numbers of EOP	154	124	92	74
Victim Service OP	196	200	180	146
Sentenced to Probation	338	451	344	291
Sentenced to Treatment	171	375	290	245

Please describe any gaps in the data requested.

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

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

Considering the information cited, please answer the following questions describing the problem:

What is the domestic violence related problem(s) that this project will address?

- Victim Services providing outreach through the police departments, including rural areas.
- Engaging an advocate to serve the Spanish-speaking population.
- Providing early intervention, advocacy and education for victims.
- Addressing the issue of underreported elder abuse and seeking better intervention for them.
- Enhancing the processes monitoring accountability of the abuser.
- Breaking the intergenerational cycle of domestic violence.

Because each law enforcement agency will house its own law enforcement advocate, the advocates' access to victims will come much earlier in the process. The advocates will have the opportunity to accompany the officer when a follow-up investigation is being performed and will have access to victims. At this time, the advocate will have the opportunity to inform the victim of services that are available. As a result of this early contact, the beginning of a bond will be formed with the victim. This early contact will then be followed up with contact by the victim advocates located within the State's Attorney's Office, and with the Assistant State's Attorney handling the prosecution. By having early and repeated contact with the victim, he/she will have more information available to him/her, and is more likely to take advantage of services offered, and less likely to remain in or return to an abusive relationship.

By initiating early contact, the advocates will also be able to provide information to elderly victims in a one on one environment and educate the victim regarding services available to them. Similarly, victims with children will have earlier access to the information, which can help break the intergenerational cycle of violence.

By having repeated contact with the victim, they will have a better understanding of the nature of domestic violence and will be more empowered to remove themselves and their dependants from abusive situations. Additionally, the victim will have a better understanding of the legal system and will be more likely to cooperate throughout the prosecution. This in turn will account for a higher conviction rate. Knowing that the abuser will be held accountable for their conduct will leave the victim with a sense of satisfaction with the outcome. As such, the victim will be more likely to report future instances of abuse of either themselves, or others that they know are being abused.

How are you aware that this problem exists? (You may use the data entered in the offense rate table if applicable. You may also provide additional data if you feel it supports the need for your proposed project. Please be sure to 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.)

The State's Attorney's Office receives communications from victims of domestic violence on a daily basis. In many cases, the tone of the conversation is dependent on how long it has been since the incident of abuse occurred. If the communication occurs within the first 24-48 hours, the victim is usually still cooperative with the police and prosecutor. As you progress to the end of the first or second week, the percentage of uncooperative victims increases and continues to increase as time passes. As a result, many victims do not become aware of available resources and return to or remain with an untreated abuser. This also results in more unsuccessful prosecution of cases, as the victim is unwilling to cooperate and many times changes his/her story as to the events of the incident in question.

By reaching and communicating with victims within the first 24-48 hours, they will be made aware of available resources at a time when they are still willing to take advantage of them. This in turn will educate the victim about alternatives they were previously unaware of and will build trust between the advocate and the victim. This will translate into more communication between the assistant state's attorney and the victim during these early stages and will increase the conviction rates of the abuser. As a result the abuser will be held accountable for his conduct, and will receive treatment and the cycle of violence can be broken.

For those victims who remain in the relationship with their abuser, if there is a repeat offense, the victim's positive experience with the "system" will result in the victim being more willing to contact the authorities for assistance.

There is increasing difficulty in communicating with the growing Hispanic populace at all levels (law enforcement, service providers, and prosecution). The Court Services Office reports they served 25 Hispanic probationers in 2000 (out of 847 total new intakes), 23 out of 832 new intakes in 2001 and 34 out of 780 (an increase of 40%) in 2002. Bloomington Police Department reports that they had 33 reports labeled with a Hispanic victim in 2000, 39 in 2001 and 45 in 2002.

Bloomington Police Department also shared the following incident: Recently, a Hispanic couple arrived at the front desk of the Department, suspect and victim together. Once the police separated them, they could minimally communicate with the couple because they understood little English. The police attempted for over two hours to contact a Spanish speaking person for translation purposes but could not find anyone. Eventually they had to go ahead and make the arrest based off of the knowledge they gathered using their limited knowledge of Spanish and non-verbal communication. This is just one recent example of the problems being encountered.

The 2000 census reports that 19,048 people in McLean County are 60 or older and 11,095 of those are women. National research estimates that only 1 in 13 cases of elder abuse are reported. Elder abuse is the least reported and recognized form of family violence. Through coordination with our unfunded partner PATH, there will be a conscious effort by all law enforcement agencies, victim services and State's Attorney's Office to reach elderly victims and provide them with information regarding all services available to them. The State's Attorney's Office will also coordinate with PATH to arrange for elder abuse training for all grant partners.

Why is your county or judicial circuit unable to adequately address this problem(s) with existing resources?

- The County continues to grow.
- Lack of money and manpower.
- Urban population density continues to grow.
- McLean County has the largest geographic area of any county in the State.
- Disposable income disparity.

Please describe any other resources in the area you serve that can help address this problem.

- McLean County Family Violence Coordinating Council
- Children's Advocacy Center
- Chestnut Health Systems
- AVERT (CSI)
- Faith-based community
- Medical community
- Corporate Alliance to End Partner Violence
- Domestic Violence Task Force
- Western Avenue Community Center

Part IV: Goals, Objectives and Performance Indicators:

Each year, Authority-funded projects set goals and objectives that serve as benchmarks for project performance. These objectives are used to develop the data reports that are completed each quarter and submitted to the Authority. Three required goals and related objectives and performance indicators have been defined below.

Goal 1: Build the multi-disciplinary team.

- *Objective 1:* Hire all multidisciplinary team members
- *Indicator 1:* All multidisciplinary team members hired by the end of month 1.

- *Objective 2:* Procure all necessary equipment for the team by the end of month 2.
- *Indicator 2:* Amount of equipment procured by the end of month 2.

- *Objective 3:* Complete all training of team staff by the end of month 6.
- *Indicator 3:* Number of staff trained by the end of month 6.

- *Objective 4:* Develop standards for case assignment to team staff by month 3.
- *Indicator 4:* Number of assignments to team staff by the end of month 3.

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

- *Objective 1:* Develop a data collection method that captures domestic-related offenses across partner agencies within 6 months.
- *Indicator 1:* Date that data collection method is developed and implemented in all partner agencies.

- *Objective 2:* Project Coordinator to provide all team members with analysis of compiled data each month.
- *Indicator 2:* Number of monthly data analysis provided to team members.

- *Objective 3:* Conduct monthly team reviews of the compiled data to identify gaps.
- *Indicator 3:* Number of monthly reviews compiled.

Goal 3: Improve communication between Multi-Disciplinary Team partners.

- *Objective 1:* Develop coordinated domestic violence protocols within one year of project implementation.
- *Indicator 1:* Date coordinated domestic violence protocols are adopted.

- *Objective 2:* Multi-disciplinary team attendance at Family Violence Coordinating Council Meetings and provide progress report of project activities.
- *Indicator 2:* Number of Family Violence Coordinating Council Meetings attended and the number of project progress reports provided to the Council.

- *Objective 3:* Conduct monthly Multidisciplinary Team Meetings.
- *Indicator 3:* Number of monthly Multidisciplinary Team Meetings conducted.

Goal 4: Improve jurisdiction response to victims of domestic violence.

- *Objectives 1:* 85 percent of all domestic violence victims will be informed of their rights under the IDVA and will be referred to victim services for additional information and services.
- *Indicators 1a:* Number of domestic-related offenses reported to law enforcement.
 1b: Number of reports in which victim was informed of their rights.
 1c: Number of reports in which victims were referred to victim services

- *Objective 2:* 85 percent of domestic- related reports to law enforcement will be submitted to victim services within 48 hours.
- *Indicator 2:* Number of domestic- related reports for which notice was submitted within 48 hours.

- *Objective 3:* Digital photographs will be collected in 80% of domestic- related reports to law enforcement.
- *Indicator 3:* Number of domestic- related reports in which digital photographs were collected.

- *Objective 4:* 95 percent of domestic- related reports to law enforcement will have a UCR supplemental data report form for domestic- related offenses completed.
- *Indicator 4:* Percent of domestic-related reports to law enforcement for which UCR supplemental data report form for domestic-related offenses are completed.

- *Objective 5:* 90 percent of Orders of Protection filed will be entered into LEADS within 24 hours of filing.
- *Indicator 5a:* Number of Orders of Protection filed.
 5b: Number of Orders of Protection entered in LEADS within 24 hours.

- *Objective 6:* 85 percent of Orders of Protection filed will be served within 4 days.
- *Indicator 6:* Number of Orders of Protection served within 4 days.

- *Objective 7:* 90 percent of Orders of Protection served will be entered in LEADS within 24 hours of service.
- *Indicator 7:* Number of Orders of Protection entered into LEADS within 24 hours of service.

- *Objective 8:* 80 percent of domestic-related arrests will be referred for prosecution.
- *Indicator 8a:* Number of domestic-related arrests.
8b: Number of domestic-related arrests referred for prosecution.

- *Objective 9:* 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary.
- *Indicator 9a:* Number of domestic-related arrests reviewed by prosecution.
9b: Number of reviewed cases for which additional information or evidence was requested.
9c: Number of requests for additional information or evidence satisfied.

- *Objective 10:* 75 percent of all victims will be allowed to submit a victim impact statement.
- *Indicator 10a:* Number of victims notified of ability to submit a victim impact statement.
10b: Number of victim impact statements submitted.

- *Objective 11:* 75 percent of victims will be notified prior to any reduction of charges against the offender.
- *Indicator 11a:* Number of victims notified of intent to reduce charges against offenders.
11b: Number of cases in which charges are reduced.

- *Objective 12:* 70 percent of the victims referred by law enforcement agency will be contacted and offered services within 48 hours of receipt of information.
- *Indicator 12a:* Number of victims referred by law enforcement.
12b: Number of victims referred by law enforcement to which follow-calls were made within 48 hours of receipt of information.

- *Objective 13:* Number of victims receiving legal advocacy services*.
- *Indicator 13:* Number of victims assisted with Orders of Protection

* Legal advocacy services include: criminal legal advocacy, civil legal advocacy and/or group IDVA as defined by the Illinois Coalition Against Domestic Violence service definitions.

Part V: Project Implementation.

Please describe the Domestic Violence Multi-Disciplinary program you propose to implement with these funds, detailing the agencies involved, protocols, staffing, equipment, and training necessary to create this program. Please be specific about the proposed activities of each partner agency and explain how the activities will be coordinated and who will have coordinating responsibilities.

The Multi-Disciplinary program envisioned by McLean County will involve the Bloomington Police Department, McLean County Sheriff's Department, McLean County State's Attorney's Office, McLean County Court Services and Countering Domestic Violence. These agencies will also be joined by non-funded partners, such as: Domestic Violence Task Force, Normal Police Department, PATH, Children's Advocacy Center, Eleventh Judicial Family Violence Coordinating Council, Corporate Alliance to End Partner Violence, Western Avenue Community Center, Avert, and Chestnut Health Services. All of these partners will collaborate and work together to ensure victims of domestic violence receive all available services, information and protection.

The Bloomington Police Department will hire back 34 hours per week. The hire back officers will be assigned cases to conduct followup investigation, including securing witness statements, photographs of injuries, recorded statements, service of subpoenas and referral to partner agencies for victim services. The hire back officers will use the newly acquired digital cameras to document victim injuries as part of their followup investigation, and these photos will then be placed into the EJS system, making them available to the funded partners, and specifically to the State's Attorney's Office for use in prosecution. The hire back officers will also coordinate, when possible, with the law enforcement advocate that is stationed in their department to contact domestic violence victims and provide further information on services available to the victim. The Bloomington Police Department will also send a selected representative to national domestic violence conference and will participate in roll call training and local training. The Bloomington Police Department will also send representatives to all MDT meetings and will participate in MDT trainings and activities.

The McLean County Sheriff's Department will have one full time deputy dedicated solely to domestic violence cases. This deputy will conduct follow up investigation for domestic cases, which will include obtaining witness statements, written or recorded, photographs of injuries, service of subpoenas and referral to partner agencies for victim services. The deputy will use the newly acquired digital cameras to document victim injuries and will load the pictures into the EJS reporting system, making them available to all funded partners, and specifically to the State's Attorney's Office for use in the prosecution of domestic cases and for obtaining orders of protections for domestic violence victims. The deputy will also coordinate, when possible, with the newly acquired law enforcement advocate to conduct follow up visits to domestic violence victims for the purpose of providing further information on available victim services. The McLean County Sheriff's Department will send a selected representative to the

national domestic violence conference and will participate in roll call and local training. McLean County Sheriff's Department will be represented at all MDT meetings and trainings.

The McLean County State's Attorney's Office will employ two full-time attorneys to handle all domestic violence cases. One attorney will handle misdemeanor and felony cases, and the other attorney will be a supervisor and will handle felony cases. The supervising attorney will be responsible for monitoring the screening of cases, the prosecution of cases, the other members of the domestic violence unit in the State's Attorney's Office, and data collection. Both attorneys will be responsible for handling all aspects of the prosecutions assigned to their respective courtrooms. In addition to these duties, the attorneys will screen domestic cases and determine what specific follow up investigation needs to take place. The attorneys will then load their requests into the EJS reporting system so that the local law enforcement agency that made the initial arrest can forward the request to the specific domestic violence officer. By having the immediate communication between the State's Attorney's Office and law enforcement, investigation can be completed quickly and accurately, which will ensure more successful prosecutions. Successful prosecutions will help protect victims by holding the offender accountable and will help the victim trust the legal system. The attorneys can also send requests to the law enforcement advocates in the local law enforcement departments through the EJS reporting system, which will make victims more aware of services available. The attorneys will also assist in the preparation and filing of orders of protection when the victim advocate in the State's Attorney's Office is unavailable so that no victim is left without assistance while attempting to pursue all of their legal options. In addition to their screening and case management of their assigned cases, the felony/misdemeanor attorney will oversee weekly review hearings held by the court to monitor convicted offenders's compliance with ordered counseling. These review hearings are vital to the safety of victims because it holds offenders accountable and forces them to answer to the court for their non-compliance. As mentioned earlier, the attorneys will enter all relevant data into the EJS reporting system so that the Project Coordinator will have access to it for compiling required statistics. The State's Attorney's Office will send one, or both, of its domestic violence attorneys to the national domestic violence conference and any other available domestic violence training, when possible. The attorneys will also be responsible for conducting roll call training with the local law enforcement agencies and other partnering agencies. One or more of the attorneys will represent the State's Attorney's Office at MDT meetings.

The Project Coordinator will be employed by the State's Attorney's office and will be the central source of communication for all partnering agencies. The first task the Project Coordinator will have is to monitor all of the partners required participation in this grant. As an employee of the State's Attorney's Office, the Program Coordinator will receive training on the Electronic Justice System and will utilize it for the collection of required data. This data will then be presented to the Multi-Disciplinary Team members at the monthly meetings and to the ICJIA. As the central source of communication, the Project Coordinator will help facilitate Multi-Disciplinary Team meetings and will work to ensure all funded and unfunded partners maintain open communication and are aware of

specific incidents that are considered high-risk-for-lethality. The primary goal of the Multi-Disciplinary Team and all partners is the elimination of violence against women in our community and the Project Coordinator will be responsible for working with each partner to develop standardized domestic violence protocols for all partners. The Project Coordinator will be an essential presence in our community. This presence will entail speaking to community and civic groups to increase awareness and knowledge of domestic violence. Another presence will be through the Project Coordinator's design and maintenance of an informational web site, which will be used to educate victims and the general public about the services and programs available.

Countering Domestic Violence will provide and be responsible for a broad range of tasks and services. Because it is a certified 40-hour training site and 150-hour supervisory site through the Illinois Certified Domestic Violence Professionals, it will offer all Multi-Disciplinary Team members the 40-hour training and other domestic violence training, dealing with the complex dynamics of domestic violence and dealing with domestic violence victims. Countering Domestic Violence will also be responsible for proactively intervening with domestic violence victims through the victims advocates stationed at the Bloomington Police Department, Normal Police Department, and McLean County Sheriff's Department. By responding to victims at the initial crisis point, advocates are able to offer victims immediate education, support and options for safety. When advocates are able to coordinate with officers to conduct followup visits, more victims can be served, at the lower end of the lethality/escalation scale, instead of waiting for the victim to realize the danger he/ she is in before contact is made. Another vital service will be provided by the advocates in the State's Attorney's Office. These advocates will assist victims in dealing with the criminal justice process. Victims will learn of their legal rights and resources provided by the Illinois Domestic Violence Act, which will increase their safety by helping them leave abusive relationships. The advocates will also assist the victims in preparing and filing orders of protection. This service is essential to victim safety and an invaluable resource. Countering Domestic Violence will provide its statistical information to the Project Coordinator for presentation to the Multi-Disciplinary Team and to ICJIA and it will also utilize the ICJIA InfoNet data system. Countering Domestic Violence will also be represented at all Multi-Disciplinary Team meetings.

McLean County Court Services will employ two full-time domestic violence probation officers. These officers will supervise all McLean County offenders sentenced to domestic violence probation. A key part of this supervision will be to monitor the offenders' compliance with court ordered counseling. Probationers will be required to contact a domestic violence service provider within 72 hours of sentencing to schedule an appointment for initial assessment. Documentation of the initial assessment and compliance with any recommended counseling will be provided to the probation officers, who will then share that information with the courts and State's Attorney's Office. The documentation will be provided by both the probationer and through communication between the probation officers and service providers. As part of their sentence, offenders will also be required to attend the Victim Impact Panel for domestic violence. Probation's Domestic Violence Unit developed this program, and it has received national

recognition. McLean County is the only county in Illinois that requires participation in this panel, and it has proven to be a powerful and effective tool in communicating to offenders the consequences and effects of domestic violence. Through participation in the Impact Panel and required compliance with recommended counseling, offenders will be held accountable for their actions and the cycle of violence may be stopped.

Do you plan any changes in the way the partner agencies will interact with other criminal justice and victim service partner agencies?

Partner agencies will now have a clear and dedicated method for coordination of victim services in McLean County through the Project Coordinator and Multi-Disciplinary Team. As equal partners, accountability for domestic violence victim's service provisions will be greatly enhanced.

By working as a Multi-Disciplinary Team, protocols will have inter-connectivity and all MDT partners will share reliance for services.

The oversight coordination will fall to the Project Coordinator and by having advocates directly working and housed with law enforcement, and the State's Attorneys Office, interaction with the system, new partner team members, and victims will be more efficient. We will enhance the interaction with the Sheriffs Department by housing an advocate there.

Addressing the elderly and Hispanic populations, the Project Coordinator and Multi-Disciplinary Team will be able to project trends and needs for services for these under served populations

Explain how Multi-Disciplinary Team partners' domestic violence protocols, if established, will be coordinated. Detail the role the project coordinator and other team members will have in this effort and what steps will be taken to assure coordination.

- The Domestic Violence Task Force will be requiring 6-month statistics from the partner agencies through the PC.
- The Domestic Violence Task Force will continue to meet on a quarterly basis.
- Monthly meetings of the Multi-Disciplinary Team will continue.

The PC will facilitate the day- to- day adherence to protocol and will facilitate communication between the various team members and teams. Monthly Multi-Disciplinary Team meetings will be convened for problem solving, assessment and measures of accountability. As well, the Domestic Violence Task Force will be requiring six-month statistics from all partner agencies. The Task force will convene quarterly.

Which agency will employ the project coordinator? What steps will be taken to assure the project will be successfully implemented?

The State's Attorney's Office will employ the Project Coordinator. Steps to assure successful implementation of the project include:

- Evaluating measurable outcomes (performance indicators) through the keeping of accurate and timely statistics.
- Accountability to the oversight committees (DVTF and Multi-Disciplinary Team).
- Requiring all project partners to attend the DVTF and Multi-Disciplinary Team meetings.

What barriers or possible obstacles to implementation do you foresee?

- Initial coordination of project partners.
- Lack of awareness and reluctance to accept services among the elderly and Hispanic populations.

How will you address these barriers?

- Utilizing a Kick-Off Conference to coordinate and educate all project partners, followed by monthly meetings to keep the partners and the project focused.
- Use of various education devices, i.e. materials from the Department of Aging, tear-off cards from Countering Domestic Violence in English and Spanish to be distributed throughout the community, programs through the Western Avenue Community Center.

What training will be required for the new project staff hired through this grant? Be sure to detail the type of training each grant-funded staff person will require. Add additional rows as necessary.

Project Coordinator:

EJS (Electronic Justice System) training - 1-day initial training required.
40-hour Domestic Violence training through Countering Domestic Violence.
Becoming familiar with the grant compliance issues and requirements.

Prosecution:

EJS training

Law Enforcement:

EJS training

LEADS training

Special equipment (i.e. digital cameras) training

Victim Services:

40-hour DV training through CDV

EJS training - minimal access only

Probation:

EJS training

40 hours of Probation basic training through Administrative Office of Illinois Courts

Specialized AOIC domestic violence training

Projects funded by the Authority are required to submit quarterly data and fiscal reports in a timely manner. The project coordinator will be required to submit one coordinated data report for the project reflecting the activities of the entire Multi-Disciplinary Team. How will the data collection be accomplished? How will you assure the accuracy and timeliness of these reports?

Data collection will be accomplished by using statistical information gleaned from EJS and by the use of the ICJIA INFONET database to gather victim services data. Accuracy and timeliness will be assured by having the DVTF and Multi-Disciplinary Team act as oversight committees to review the statistics on a monthly basis.

Part VI: Implementation Schedule.

Given the implementation issues described above, please complete the following table outlining the implementation activities necessary, including any work developing coordination with criminal justice and victim service partner agencies, staff training and selection, identification and selection of treatment services, and project administration.

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
Advertise for grant-funded positions	Month 1	Month 1	SAO, LE, CDV, Court Services	As Needed
Interview and hire for grant-funded positions	Month 1	Month 1	SAO, LE, CDV, Court Services	As Needed
Kickoff Events	Month 1	Month 2	Project Coordinator	N/A
Conduct Multidisciplinary team meetings with project staff	Month 1	Month 12	All project staff	Ongoing
Provide Trainings for grant-funded staff (40- hour CDV training, Electronic Justice System training, Equipment training, Elder Abuse training, IDHS training).	Month 2	Month 2	PC, LE, CDV, Court Services	Ongoing
Track all domestic violence cases	Month 1	Ongoing	PC, LE	Ongoing
Provide advocacy services to victims	Month 2	Ongoing	LE, CDV, SAO	Ongoing
Conduct Roll Call Training for LE	Month 3	Month 3	LE, CDV, PC	As Needed
Equipment training on use of digital cameras	Month 3	Month 3	LE, CDV, PC	As Needed

Attend Specialized Domestic Violence Training	Month 3	Month 3	All project staff	Ongoing
Provide Community Awareness	Month 3	Month 3	PC	Ongoing
Grant Reporting	Quarterly	Ongoing	PC	Ongoing

Identification Key:

PC-Project Coordinator

LE-Law Enforcement

SAO-State's Attorney's Office

CDV-Countering Domestic Violence

Court Services- Probation

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

**Implementing Agency: McLean County State's Attorney's Office
Agreement #: 601170**

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Violence Against Women Act FFY01	\$ 95,482.00
	Subtotal:	\$ 95,482.00
Match:	McLean County State's Attorney's Office	\$ 31,828.00
	Subtotal:	\$ 31,828.00
Over Match:	McLean County State's Attorney's Office	\$ 23,671.00
	Subtotal:	\$ 23,671.00
	GRAND TOTAL	\$ 150,981.00

FRINGE BENEFIT WORKSHEET: Agreement # 601170

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

RATED FRINGE BENEFITS		Rate as % of Salary
FICA		7.650%
UNEMPLOYMENT		
RETIREMENT/PENSION		6.340%
WORKER'S COMP		
DENTAL/VISION		
HOSPITALIZATION		
Other (Specify)		
Total % Fringe Rate		13.990%
Total Salary Paid By Grant (Total Salary for Personnel in the Budget Detail)		\$117,617.00
TOTAL RATED FRINGE BENEFITS		\$16,454
FLAT RATE FRINGE BENEFITS		\$ per FTE
HEALTH/MEDICAL INSURANCE		\$2,800.00
OTHER (SPECIFY)		
Total Flat Rate Fringe		\$2,800.00
Number of grant-funded FTE (full-time equivalent) positions		3.00
FLAT RATE FRINGE BENEFITS		\$8,400
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)		\$24,854

Budget & Budget Narrative
PERSONNEL SERVICES

McLean County State's Attorney's Office

Agreement# 601170

Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
Project Coordinator (Administrative Support Supervisor	\$ 28,893.00	12	100%	\$ 28,893.00	\$ -	\$ -	\$ 28,893.00
Assistant State's Attorney II	\$ 42,861.00	12	100%	\$ 42,861.00	\$ -	\$ -	\$ 42,861.00
Assistant State's Attorney II	\$ 45,863.00	12	100%	\$ -	\$ 22,612.00	\$ 23,251.00	\$ 45,863.00
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
Total FTE		3.00		\$ -	\$ -	\$ -	\$ -
			Total Salary	\$ 71,754.00	\$ 22,612.00	\$ 23,251.00	\$ 117,617.00
	Fringe Benefits (Use figure from Fringe Benefit Worksheet)			\$ 15,638.00	\$ 9,216.00	\$ -	\$ 24,854.00
	TOTAL PERSONNEL SERVICES			\$ 87,392.00	\$ 31,828.00	\$ 23,251.00	\$ 142,471.00

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

Project Coordinator: Facilitate all MDT meetings & communication between all funded & unfunded partnering agencies; prepare & refine lethality assessment; standardize DV protocols; collection and dissemination of statistics & data related to DV issues.
Assistant State's Attorneys(2): Primarily responsible for all aspects of prosecution of DV cases; screening cases following arrests; communicating with police & other partner agencies regarding follow-up investigation and/or service referrals; back up to victim advocates; attend weekly review hearings to monitor progress regarding court requirements; conduct roll call training for police and other partnering agencies; represent prosecution on the MDT. One of the Attorney's will supervise and handle DV cases as well, hence the higher salary noted above.

Budget & Budget Narrative

McLean County State's Attorney's Office

Agreement#

601170

EQUIPMENT

Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
Computer Workstations (2)	\$ 1,500.00	\$ 2.00		\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Installation of computer network drops (2)	\$ 100.00	\$ 2.00		\$ 200.00	\$ -	\$ -	\$ 200.00
Installation of telephone / data lines (2)	\$ 180.00	\$ 2.00		\$ 360.00	\$ -	\$ -	\$ 360.00
Purchase of telephones (2)	\$ 85.00	\$ 2.00		\$ 170.00	\$ -	\$ -	\$ 170.00
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -	\$ -
TOTAL EQUIPMENT COST				\$ 3,730.00	\$ -	\$ -	\$ 3,730.00

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

Federal funds are requested for the purchase of 2 computer workstations which include the CPU, keyboard and mouse. These will be used by the Program Coordinator and the federally funded Assistant State's Attorney. The total federal funds requested are \$3,000.
Federal funds are also requested for installation of network cables and telephone lines to power the workstations for the Project Coordinator and the Assistant State's Attorney funded by the grant. In addition, federal funds are requested for the purchase of two single-line telephones for the workstations for grant funded staff. The total federal funds requested for these items are \$3730.

COMMODITIES

Item	Cost/ Month	# of Months	Federal Amount	Match Contribution	Over-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)

	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
Program Staff Mileage*				\$ -	\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -	\$ -
Conference Travel**	\$ 1,500.00	2	# of days	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Airfare				\$ -	\$ -	\$ -	\$ -
PerDiem				\$ -	\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 3,000.00	\$ -	\$ -	\$ 3,000.00

* State rate is calculated at \$.36/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)

Federal funds are requested to send two staff members to a national conference. The estimated costs of \$1,500 per person includes the cost of airfare, lodging and per diem. Once details of the conference to be attended by all grant funded partners becomes available, the information will be forwarded to the Authority for prior review and approval.

Budget & Budget Narrative

McLean County State's Attorney's Office

Agreement#

601170

CONTRACTUAL

	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
Cell Service	\$ 30.00				\$ 360.00	\$ -	\$ -	\$ 360.00
Telephone Service	\$ 35.00				\$ -	\$ -	\$ 420.00	\$ 420.00
Pager service					\$ -	\$ -	\$ -	\$ -
Conference Registration Fees	\$ 1,000.00				\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Other: (Specify)					\$ -	\$ -	\$ -	\$ -
Other (Specify)					\$ -	\$ -	\$ -	\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 1,360.00	\$ -	\$ 420.00	\$ 1,780.00

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

Cell Service- The Program Coordinator will often be out of the office participating in meetings with funded and non-funded partners and in educational opportunities. Having cellular service will be vital to keeping the lines of communication open between partners and will help ensure that the grant is functioning effectively. The total federal funds requested are \$360.

Telephone/ Internet Service- Federal funds are requested for telephone and internet service for the Program Coordinator to perform his/her duties. The total over-match contribution for this service will be \$420.

Conference Registration Fees- federal funds are requested to send 2 staff members to a national conference to be attended by representatives from all grant-funded partners. The total federal funds requested are \$1,000.

	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
GRAND TOTAL				
PERSONNEL SERVICES	\$ 87,392.00	\$ 31,828.00	\$ 23,251.00	\$ 142,471.00
EQUIPMENT	\$ 3,730.00	\$ -		\$ 3,730.00
COMMODITIES	\$ -	\$ -		\$ -
TRAVEL	\$ -	\$ -		\$ -
CONSTRUCTION	\$ 3,000.00	\$ -		\$ 3,000.00
	\$ 1,360.00	\$ -	\$ 420.00	\$ 1,780.00
TOTAL COST	\$ 95,482.00	\$ 31,828.00	\$ 23,671.00	\$ 150,981.00

All procurements must be competitive

MCLEAN COUNTY STATE'S ATTORNEY'S OFFICE
POLICY CONCERNING DOMESTIC VIOLENCE PROSECUTIONS

I. INTRODUCTION

Domestic violence is a serious problem that demands an effective criminal justice response. Because of the relationship of the parties involved, domestic violence also raises special problems in its prosecution. Handling these cases requires high levels of sensitivity, expertise and experience on the part of the prosecutor's office to best achieve the interests of justice.

II. MISSION STATEMENT

Our primary goal is to successfully prosecute domestic violence offenders and help protect victims from further acts of violence. Our office will treat complaints of domestic violence as criminal acts.

III. DOMESTIC VIOLENCE POLICY

A. Our policy and procedures must be in compliance with the Illinois Domestic Violence Act of 1986 (725 Illinois Compiled Statutes 5/112A-27). Arrest, conviction and education of abusers substantially reduce the likelihood of future abuse. Abuser services may further reinforce non-offending behavior. Domestic violence cases should be treated on a case-by-case basis. The goal of our office is to stop domestic violence and to ensure that the criminal justice system is responsive to all victims, their needs, and the needs of their families by:

1. Prosecuting offenders uniformly and appropriately;
2. Deterring the defendant from committing further acts of violence;
3. Protecting the victim from further acts of violence committed by the defendant; and
4. Creating a general deterrent to family violence within the community.

- B. All definitions of domestic violence, abuse, and related conduct are statutorily defined within the Illinois Domestic Violence Act.
- C. All provisions for bond and no contact orders are statutorily defined in the Illinois Domestic Violence Act.
- D. The McLean County State's Attorney's Domestic Violence Unit includes three attorneys who prosecute domestic violence cases plus two support staff specialists to help process the cases. Such specialization allows for in-depth knowledge of relevant laws and the needs of battered victims, and reduces the need for a victim to repeatedly describe the crime and allow for a rapport to develop between the victim and the prosecutor. In addition, the State's Attorney's Domestic Violence Unit participates as a member of the McLean County Multi-Disciplinary Domestic Violence Team, consisting of members of law enforcement domestic violence units from Bloomington, Normal, and Sheriff's police departments, CDV/Neville House victim advocates, AVERT

(batterer's services), the Family Violence Coordinating Council, and occasionally representatives of the court.

IV. PROSECUTION OF CASES

A. The McLean County State's Attorney's office recognizes that successful intervention by the criminal justice system, with or without the victim's participation, is the best way to stop domestic violence. The office also recognizes the importance of holding the batterer criminally accountable. As in all criminal cases, the right to prosecute lies with the State, rather than the victim. Successful prosecution does not depend on the testimony of victim. The key is to focus on the criminal behavior of the batterer.

B. Charging considerations: determined as by statute. Domestic violence cases are evaluated and charged as any other crime against the person. The fact that the victim and defendant have a family or household relationship is not a determining factor in the decision to initiate or reject charges. The DVU believes that since domestic violence is often repeated it is important to build a record and thereby avoid a subsequent offense being treated as a first offense. The willingness of the victim to testify is not the sole factor which influences a decision to proceed with the cases. Generally, the cases are prepared as though the victim will not cooperate with the prosecution of the case. Where the evidence presented satisfies the elements of the crime and there is independent corroboration, criminal charges should be filed in domestic violence cases regardless of the desires of the victim. Independent corroboration includes the following:

1. Injuries observed by a person other than the victim;
2. A medical report that indicates injuries;
3. Witnesses that saw or heard the crime occur;
4. Admissions by the defendant;
5. Physical evidence;
6. 911 call or other taped communication;
7. Witnesses to excited utterance by the victim or other family members;
8. Photographs of injuries or the crime scene;
9. Information from DCFS, domestic violence programs or other agencies for which the victim signs a release.

While the DV Unit staff does listen to the victim's preference, the decision to prosecute is not made by the victim. Only the prosecutor has the authority to "press charges," "drop charges," or "prosecute" in domestic violence cases.

C. Evidence Collection can be the single most important factor in obtaining a successful prosecution:

1. Victim Interviews—it is very important to get a written statement or videotaped statement from the victim who may recant, allowing the prosecutor to impeach changing testimony which can only be done with a signed or videotaped statement
2. Photographs of the victim's injuries

3. Follow-up photographs 2-21 days after the incident, because often bruises do not show until after a few days
4. 911 and other emergency communications printouts
 - a. a tape recording accurately captures the victim's emotional state
 - b. it provides a microphone in the violent incident and can record statements of a child, defendant or other witness
 - c. when introduced at trial, can be the most important piece of evidence in proving the case
 - d. must be obtained as quickly as possible since they are erased or destroyed within a period of time

D. Procedures after a Case has been Charged:

1. Once a domestic violence case has been charged by the State's Attorney's office, assigned to a courtroom and the defendant has been arraigned, the State's Attorney's office will advise the victim the following in addition to following all provisions of the Rights of Crime Victims and Witness Act (725 ILCS 120/1 et. seq.):
 - a. The State's Attorney's Office is responsible for charging and prosecuting the case;
 - b. The victim is an important witness in the case and will be called upon to testify;
 - c. The victim is encouraged to contact Neville House, the local domestic violence program, with questions about court process, support services and orders of protection;
 - d. The victim is encouraged to contact the DV Unit of the State's attorney's office in order to detail any matters the victim thinks should be brought to the attention of the prosecutor;
 - e. Steps the victim can take to enforce the no contact on the bond order or any Order of Protection entered in the criminal case.
 - f. That the defendant is prohibited from having contact with the victim at least 72 hours (by statute) from the time of defendant's release on bond.
 - g. In all appropriate cases, the State's Attorney's Office encourages victims to seek appropriate forms of protective relief through emergency interim and plenary orders of protection within the criminal case as opposed to a separate proceeding.
2. Grand Jury: Victims are subpoenaed to Grand Jury proceedings and are scheduled to meet the prosecutor assigned to their case prior to giving testimony. The prosecutor is assisted by the Neville House victim advocate in the course of these meetings with the effort directed at securing the victim's safety as well as her cooperation.

The State's Attorney's Office seeks to protect victims at and after the time a domestic violence case has been charged.

E. Plea Negotiations, Reductions, Dismissals and Trial Procedure

1. The goal of the State's Attorney's office will be not to reduce or dismiss domestic violence cases. If justice and/or ethical considerations require a dismissal, every attempt shall be made to contact the victim prior to reduction or dismissal whenever practicable.
2. The DVU recognizes that victims are at a greater risk of recurrence of violence in the home when criminal conduct goes unpunished.
3. If the victim fails to appear for trial after having been served with a subpoena, and the victim's testimony is essential to a successful prosecution, the prosecution should request a continuance in order to gain cooperation from the victim.

F. Sentencing

1. The State's Attorney's office believes that arrest and jail deter future incidents of domestic violence.
2. The State's Attorney's recommendation for sentencing is based on the facts of the case, the criminal history of the defendant, statutory requirements, and treating and educating the offender.
3. In addition to all statutorily required fines and court costs, the State will request the offender be placed on a continuing order (in first offender cases or cases where imprisonment is not a likely outcome) and require that the defendant obtain an assessment (contact within 72 hours) from a state protocol abuser agency. The defendant will be required to complete any and all recommended treatment.
4. In an effort to insure the defendant completes all recommended treatment, the State will request the Court to set review hearings approximately six weeks after sentencing at which time the defendant must show proof of contact and/or progress with protocol program. Based on the defendant's performance in the protocol program, the State can request the Court impose additional review hearings to monitor progress. The State will promptly screen and prosecute enforcement proceedings, including petitions to revoke, and other orders to enforce the orders of the court.

Policy effective January 1, 2003

William A. Yoder
McLean County State's Attorney

State's Attorney's Office (309) 888-5400

Domestic Violence Unit

Supervisor Kim Campbell (309) 888-5413

Felony Jennifer Patton (309) 888-5418

Secretary Deb Newman (309) 888-5407

Misdemeanor Jane Foster (309) 888-5514

Secretary Amy Wick (309) 888-5405

Victim/Witness Unit (309) 888-5415

**ELEVENTH JUDICIAL CIRCUIT
FAMILY VIOLENCE COORDINATING COUNCIL**

Serving: MCLEAN, WOODFORD, FORD, LIVINGSTON AND LOGAN COUNTIES

WEBSITE: <http://www.ejcfvcc.org/>

Mission Statement

The purpose of the Family Violence Coordinating Council is to establish a forum to share and discuss information in order to promote a coordinated response to family violence in our communities. The Council works to improve the institutional and professional response to family violence issues. The Council engages in education, prevention and coordination of intervention services for victims and perpetrators of child abuse, domestic violence, abuse of people with disabilities and elder abuse. A goal of the Council is to contribute to the improvement of the legal system and the administration of justice.

What does the Family Council Do?

- * Organize, plan and sponsor conferences, workshops and training seminars on many aspects of family violence.
- * Publish informational and resource materials.
- * Develop domestic violence protocols with community service providers: judges, law enforcement, state's attorney, etc.
- * Collaborate with community agencies to identify needs, development of resources and plans for service implementation.
- * Offer technical assistance to county domestic violence coalition and service provider agencies.

When did we begin?

The Illinois Family Violence Coordinating Council was convened in 1993 by the Chief Justice of the Illinois Supreme Court. In 1995 a Family Violence Symposium was convened for the five county Eleventh Judicial Circuit at Illinois Wesleyan University in Bloomington. In 1998 the Council Coordinator was hired. During the past seven years nearly 120 family violence service provider agencies within the five counties have been involved in Council Activities.

Past Circuit Conferences:

- 1997- Domestic Violence is Child Abuse
- 1998- Rural Law Enforcement Family Violence Training
Elder Abuse
- 1999- Mediation Workshop
Community Awareness Through Education
Domestic Violence Among Athletes
- 2000- Dating Violence
- 2001- Shaping a Faith Response to Domestic Violence
EJS-A Multi Purpose Integrated Criminal Justice Information System
Components Of a Domestic Violence Data Collection System
- 2002- "A Seven Year Journey"
- 2003- Fall Symposium: "IS THERE DOMESTIC VIOLENCE IN YOUR
COMMUNITY?"
CLERGY CONFERENCE: "FOSTERING A COMPASSIONATE RESPONSE
TO THE VICTIMIZED: A SPIRITUAL AND ETHICAL MANDATE."

For more information or to become involved, contact:

Sara Wilham, Family Violence Council Coordinator
Law & Justice Center Room 305C
104 West Front Street
Bloomington, Illinois 61701
(309) 820-0238 . wilhamsl@aol.com

CHAMBERS OF
JOHN P. FREESE
LAW & JUSTICE CENTER
BLOOMINGTON, IL 61701

Circuit Court of Illinois
ELEVENTH JUDICIAL CIRCUIT
McLEAN COUNTY

COUNTIES
FORD
LIVINGSTON
LOGAN
McLEAN
WOODFORD



October 31, 2003

To Whom It May Concern:

The Eleventh Judicial Circuit has for many years been engaged in collaborative efforts to address systemic problems of domestic and family violence. In McLean County, since 1995, an active Domestic Violence Task Force has brought together criminal justice professionals (judges, state's attorney's, public defenders, and probation officers), law enforcement officials, treatment providers, victim advocates, educators and members of the community to collaborate on issues affecting domestic and family violence concerns in this county.

The grant proposal being submitted by the multi-disciplinary team of McLean County is a proposal that will accomplish appropriate staffing for each of the members of the team and will insure better coordination of their efforts in addressing systemically issues concerning violence against women. The collaborative efforts described in the grant will insure thorough screening of all domestic violence incidents; preservation of evidence of criminal behavior; referral of victims to treatment and advocacy; provision of treatment services for victims as well as offenders; and specialized probation officers to manage domestic violence probationers.

The commitment to collaboration demonstrated in the grant proposal will substantially benefit victims of domestic violence in McLean County by insuring that, from the inception of the case to its conclusion, victims rights are protected and victims of domestic violence are provided appropriate support and services.

I strongly support the grant proposal developed by the multi-disciplinary team of McLean County and encourage its approval by the Illinois Criminal Justice Information Authority based upon McLean County's demonstrated commitment to address domestic violence issues systemically.

Very truly yours,

John P. Freese
Chief Judge



OFFICE OF THE ATTORNEY GENERAL
STATE OF ILLINOIS

Lisa Madigan
ATTORNEY GENERAL

October 30, 2003

The Honorable William Yoder
McLean County State's Attorney
104 West Front, Room 605
Bloomington, Illinois 61701

Dear State's Attorney Yoder:

I am pleased to have an opportunity to write this letter of support for the McLean County efforts to secure VAWA funds for your programs to combat domestic violence in your county. Through the Violence Crime Victims Assistance Program our office has worked with many of the collaborative partners over the years, and our staff has always been impressed with the services and initiatives offered to the victims of the county.

McLean County has always been in the forefront of collaborative services and the results have been impressive. The partnership between the community based agencies and the criminal justice system participants is longstanding and effective. I am sure that the result of additional funding to "close the gaps" in services would produce exceptional results.

I wish you well in your efforts and would be happy to respond to any specific questions that may arise

Sincerely,

Elizabeth T. Scholz
Director, VCVA & AVN

628 Maine Street
Quincy, IL 62301
217.223-2221
escholz@atg.state.il.us



McLean County

OFFICE OF THE ADMINISTRATOR

(309) 888-5110 FAX (309) 888-5111

104 W. Front, Room 701

P.O. Box 2400

Bloomington, Illinois 61702-2400

November 3, 2003


Mr. William Yoder
State's Attorney - McLean County
Law and Justice Center - Room 605
104 West Front Street
Bloomington, Illinois 61702-2400

Dear Mr. Yoder:

I understand that the McLean County State's Attorney's Office is applying for a Domestic Violence Grant that would provide funding to expand services to victims of domestic violence. With the additional grant funding, the State's Attorney's Office would be able to increase the support services available from your office, local law enforcement agencies, and community based organizations. A comprehensive, integrated program like the one you are proposing will further strengthen and enhance the services offered to victims of domestic abuse and violence.

Pursuant to the County Board's policy on the receipt and expenditure of grant funds, the Board will be pleased to review and approve the Domestic Violence Grant contingent on the availability of the local match funding. I understand that you are working to provide the local match as required by the grant agency.

Sincerely,


John M. Zeunik
County Administrator



FAMILY VIOLENCE COORDINATING COUNCIL

COUNTIES:

Ford
Livingston
Logan
McLean Mr. William Yoder
Woodford State's Attorney
McLean County
Law & Justice Center
104 West Front Street
Bloomington, IL 61701

October 30, 2003

Dear Mr. Yoder:

I am pleased to offer a letter of support for the McLean County State's Attorney's Office in their efforts to secure funds for a multi-disciplinary team response to domestic violence. This systemic response to domestic violence situations would enhance the coordination of the criminal justice system, social services providers and would establish a team of key players to meet the services needs of domestic violence victims. A multi-disciplinary response would also have the ability to implement policies aimed toward more aggressive apprehension, sanctioning and treatment of domestic violence offenders.

McLean County has demonstrated leadership in the Eleventh Judicial Circuit in their approach to issues related to domestic violence. This leadership has provided the other counties in the Judicial Circuit a model for implementing effective interventions and policies. Additional funding would allow McLean County to develop a more comprehensive model for responding to current domestic violence cases and the development of services more specific to elderly victims and the Hispanic community.

The ultimate goal of a multi-disciplinary response in McLean County would be increase safety of victims and the reduction of instances of domestic violence.

Sincerely,

Sara Wilham
Coordinator
Eleventh Judicial Circuit
Family Violence Coordinating Council

"Awareness to Action"

We
**can make a difference.*



October 29, 2003

Mr. William Yoder
McLean County States Attorney
104 W. Front Street
Bloomington, IL 61701

Dear Mr. Yoder,

The McLean County Domestic Violence Task Force, representing the following stakeholders; law enforcement, prosecution, judicial, defense, victim services and offender services, recognize the importance of a community coordinated response for providing services to families suffering from domestic violence. The Task Force first convened in 1993 and developed the following goals:

- Stop the violence – ultimately making a better community for all – at the very least preventing deaths
- Keep victims safe – including dependents
- Hold perpetrators accountable
- Hold our system accountable to work interdependently for best effort.

The Task Force serves as an oversight committee to provide a forum of accessibility for and to all stakeholders as well as to facilitate dialogue among service providers, government agencies and community.

This letter supports the application for VAWA funds through ICJIA to re-instate and refine McLean County's community coordinated response to domestic violence. The goals of the Task Force are congruent with the grant objectives of: stopping the violence; safety and healing for victims; intervention and accountability for offenders.

Sincerely,


Mary Campbell


David Nybakke

CO-Chairs of the McLean County Domestic Violence Task Force

END FAMILY VIOLENCE – Call the DV 24 Hr. HOTLINE
(309) 827-7070
Nybakke 814 I.A.A. Drive¹⁰ Bloomington, IL. 61701



Child Protection Network
200 W. Front, 5th Floor
Bloomington, Illinois 61701
Phone: 309-888-6656
Fax 309-828-7063
<http://www.protectachild.org>

October 29, 2003
Illinois Criminal Justice Information Authority
120 South Riverside Plaza
Suite 1016
Chicago, Illinois 60606

Dear ICJIA:

It is my pleasure to support the work of the Multidisciplinary DV team in McLean County in their efforts to garner VAWA dollars for important domestic violence work in McLean County. You will find their approach innovative and thorough and I can personally vouch for the enthusiasm of the team and the collaborative nature of the efforts.

They have assessed what is needed in McLean County and have brought together the Children's Advocacy Center (CAC) into the collaborative network of providers to handle DV issues. As well they have looked at an underserved elderly population and what DV services are necessary to ensure our most revered residents the support they need.

I am pleased on behalf of the multidisciplinary children's team in McLean County to offer the support of the Children's Advocacy Center staff and governing board.

Sincerely,

Billie Larkin
Executive Director

Children's Advocacy
Center with offices in
Livingston and DeWitt Counties
CASA of McLean County

Lynn Fewkes
Chairperson

William Yoder
Sharon Klingman
Becky Ehrlich

Joe Gibson
Esaw Peterson
Dr. Kathy Widerborg
Daniel Norris
Dave Owens

Bonnie Serone
Diana McCauley, Ed.D
Connie Wills
Randy McKinley
John Elliot

Staff:

Billie Larkin
Executive Director
Mary Whitaker
Laura Tuffentsamer
Associate Directors
Doug Crossman
Amy Benoit
Jaylene Taubert
CASA Case Managers
Kathy Patterson
Alicia Dorman
Family-Child Advocate
Jo Sipes
Multi-County Advocate
Linda Patterson
Volunteer Recruiter
Sharon Klingman
Crisis Interventionist

A United Way agency

PATH



PROVIDING ACCESS TO HELP

Business Office
201 E. Grove Street
Bloomington, IL 61701

(309) 828-1022
FAX: (309) 827-7485

- 24-hour Crisis Line and Information Referrals
- Senior Services
 - Caregiver Advisor
 - Elder Abuse
 - Outreach Counseling
 - Money Management
- Human Services Directory
- Community Resource Seminars
- Homeless Services
- Volunteer Opportunities
 - Crisis Line Workers
 - Working with Seniors

Oct. 28, 2003

To Whom it may concern:

I am writing this letter in support of the grant being submitted by the McLean County State's Attorney Office.

PATH (Providing Access to Help) provides a variety of services to individuals in the community. Some of the services include: crisis information and referral and elder abuse investigations.

PATH works with a variety of community organizations through our varied programs. Through the elder abuse program we work closely with local agencies that deal with domestic violence. When needed, law enforcement accompanies caseworkers to the home, our local domestic violence shelter has housed some of our senior victims and our State's Attorney Office has been instrumental in assisting elder abuse caseworkers with information, preparing victims for court, and prosecuting elder abuse cases.

In a time when funding is in short supply, I would highly support this much needed funding for the McLean County State's Attorney Office. They are a team player in the domestic violence scene and work well with community agencies to stop domestic violence. I am in support of the continued collaborative effort to stop domestic violence of any age.

Sincerely,

Kim Crutcher
Senior Services Specialist



Corporate
Alliance
to End Partner
Violence



2416 East Washington Street, Suite E
Bloomington, IL 61704-4472
phone 309-664-0667
fax 309-664-0747
website www.caepv.org
email caepv@caepv.org

October 28, 2003

William A. Yoder
McLean County State's Attorney
104 W. Front Street
Room 605
Bloomington, IL 61701

RECEIVED

OCT 28 2003

STATE'S ATTORNEY
MCLEAN COUNTY

Joanne Colucci
President
American Express Company

Jane Randel
Vice President
Liz Claiborne Inc.

Beth Johnson
Secretary
State Farm Insurance Companies

Anne C. Crews
Treasurer
Mary Kay Inc.

Dede Thompson Bartlett (Retired)
Philip Morris Companies Inc.

Linda Condit (Retired)
Perrinzoil-Quaker State

Mary Anne Derrmer
Eastman Kodak Company

Catherine L. Hawkes
CIGNA

Gwendolyn Puryear Keita, Ph.D.
American Psychological Association

Justice James A. Knecht
Appellate Court of Illinois

Hank Linden
H R Consultant

Cheryl L. Snyder
Park National Bank

K. C. Eynatten
Emeritus Board Member

Dear Bill:

It is a privilege to write this letter of support for the McLean County multi-disciplinary task force as you seek funding from the State of Illinois through the Violence Against Women Act.

As a member of the local community and the McLean County Domestic Violence Task Force, I recognize the invaluable benefit of a coordinated response to domestic violence. To put an end to domestic violence, it is imperative for law enforcement, victim services, court services and the State's Attorney's office to present a united front and a coordinated response to incidents of violence.

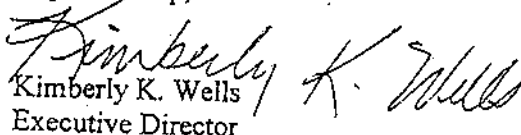
As the Executive Director of the Corporate Alliance to End Partner Violence, I know that without this multi-disciplinary task force, employees of our member companies located in McLean County (such as State Farm, COUNTRY Insurance, and Illinois State University) would not have a most valuable resource to assist in escaping family violence.

As a board member for the Illinois Center for Violence Prevention and for the Illinois Family Violence Coordinating Council, I know that statewide efforts hinge upon the local services that can be provided to those in need at the time they are in need. We are most fortunate to have this multidisciplinary program in Central Illinois, and I fully support your efforts to continue to seek funding from the State of Illinois.

Thank you for your continued commitment to serving victims of crime when and where they need your help – and thank you for all you do to end intimate partner violence.

If I can be of further assistance in any way, please do not hesitate to contact me.

In partnership,


Kimberly K. Wells
Executive Director

It's everybody's business.

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2004
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, State's Attorneys Office 0020**

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the fiscal year 2004 adopted budget for the State's Attorneys Office; and,

WHEREAS, the State's Attorneys Office has been awarded a grant in the amount of \$95,482.00 from the Illinois Criminal Justice Information Authority to fund the salary and benefits costs for a project coordinator and an Assistant State's Attorney to provide multidisciplinary domestic violence services; and,

WHEREAS, the funding period runs from September 1, 2004 through August 31, 2005; and,

WHEREAS, the Justice Committee, at its regular meeting on Monday, October 4, 2004, recommended approval of an Emergency Appropriation Ordinance to recognize the receipt and expenditure of that portion of the funds which coincides with the County's fiscal year 2004 adopted budget; 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, State's Attorneys Office Department 0020 the following revenue:

	<u>ADOPTED</u>	<u>ADD</u>	<u>AMENDED BUDGET</u>
Multidisciplinary DV Grant 0001-0020-00XX-XXXX.XXXX	\$ 0.00	\$ 17,712.00	\$ 17,712.00

2. That the County Auditor is directed to add to the appropriated budget of the General Fund 0001, State's Attorneys Office Department 0020 the following appropriations:

Full-Time Employee Salaries 0001-0020-00XX-0503.0001	\$ 0.00	\$ 14,530.00	\$ 14,530.00
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County's IMRF Contribution 0001-0020-00XX-0599.0001	\$	0.00	\$ 945.00	\$ 945.00
Employee Medical/Life Insurance 0001-0029-00XX-0599.0002	\$	0.00	\$ 1,425.00	\$ 1,425.00
Social Security Contribution (F.I.C.A.) 0001-0029-00XX-0599.0003	\$	0.00	\$ 1,112.00	\$ 1,112.00

(2)

Total: \$ 17,712.00

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

ADOPTED by the County Board of McLean County this 19th day of October, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

e:john/statty_multidv.oct04

PROGRAM TITLE: McLean County Domestic Violence Multi-Disciplinary Team Program
AGREEMENT NUMBER: 601174
PREVIOUS AGREEMENT NUMBER (S): N/A
ESTIMATED START DATE: September 1, 2004
SOURCES OF PROGRAM FUNDING:
Violence Against Women Act (FFY 01) Funds: \$ 65,462
Matching Funds: \$ 21,821
Over-Matching Funds: \$ 7,987
Total: \$ 95,270

IMPLEMENTING AGENCY: County of McLean on behalf of McLean County Court Services
ADDRESS: 104 W. Front St.
Box 2400, Room 103
Bloomington, IL 61702
FEDERAL EMPLOYEE IDENTIFICATION NUMBER: 37-6001569
AUTHORIZED OFFICIAL: Michael F. Sweeney
TITLE: McLean County Board Chairman
TELEPHONE: 309-888-5110
PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: McLean County Treasurer
TELEPHONE: 309-888-5180

PROGRAM AGENCY: McLean County Court Services
ADDRESS: 104 W. Front St.
Box 2400, Room 103
Bloomington, IL 61702
PROGRAM DIRECTOR: Roxanne K. Castleman
TITLE: Director
TELEPHONE: 309-888-5361
EMAIL: Roxanne.castleman@mcleancountyil.gov

FISCAL CONTACT PERSON: Roxanne K. Castleman
AGENCY: McLean County Court Services
TITLE: Director
TELEPHONE: 309-888-5361
FAX: 309-888-5434
EMAIL: Roxanne.castleman@mcleancountyil.gov
PROGRAM CONTACT PERSON: Dallas L. Lyle
TITLE: Deputy Director
TELEPHONE: 309-888-5360
FAX: 309-888-5434
EMAIL: Dallas.lyle@mcleancountyil.gov

SECTION 44. ACCEPTANCE

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

Lori G. Levin
Executive Director
Illinois Criminal Justice Information Authority

Date

Michael F. Sweeney
County Board Chair
McLean County

Date

Rebecca McNeil
County Treasurer
McLean County

Date

Roxanne K. Castleman
Director
McLean County Court Services

Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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

**Implementing Agency: McLean County Court Services
Agreement #: 601174**

	<u>SOURCE</u>		<u>AMOUNT</u>
Federal Amount:	Violence Against Women Act FFY01		\$ 65,462.00
		Subtotal:	\$ 65,462.00
Match:	McLean County Court Services		\$ 21,821.00
		Subtotal:	\$ 21,821.00
Over Match:	McLean County Court Services		\$ 7,987.00
		Subtotal:	\$ 7,987.00
	GRAND TOTAL		\$ 95,270.00

FRINGE BENEFIT WORKSHEET: Agreement # 601174

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

RATED FRINGE BENEFITS		Rate as % of Salary
FICA		7.650%
UNEMPLOYMENT		0.000%
RETIREMENT/PENSION		6.500%
WORKER'S COMP		0.000%
DENTAL/VISION		0.000%
HOSPITALIZATION		0.000%
Other (Specify)		0.000%
Total % Fringe Rate		14.150%
Total Salary Paid By Grant (Total Salary for Personnel in the Budget Detail)		\$76,627.00
TOTAL RATED FRINGE BENEFITS		\$10,843
FLAT RATE FRINGE BENEFITS		\$ per FTE
HEALTH/MEDICAL INSURANCE		\$3,000.00
OTHER (SPECIFY)		\$0.00
		\$0.00
Total Flat Rate Fringe		\$3,000.00
Number of grant-funded FTE (full-time equivalent) positions		2.10
FLAT RATE FRINGE BENEFITS		\$6,300
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)		\$17,143

COMMODITIES Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Over-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)

Budget & Budget Narrative

McLean County Court Services

Agreement#

601174

TRAVEL

	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
Program Staff Mileage*				\$ -	\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -	\$ -
Conference Travel**	\$ 1,000.00	1	# of days	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
Airfare				\$ -	\$ -	\$ -	\$ -
PerDiem				\$ -	\$ -	\$ -	\$ -
Lodging				\$ -	\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 1,000.00	\$ -	\$ -	\$ 1,000.00

* State rate is calculated at \$.36/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)

\$1000 is needed for airfare, lodging and per diem for a conference for 1 program staff. Once details of the conference to be attended by all grant funded partners becomes available, the information will be submitted to the Authority for review and approval.

	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
GRAND TOTAL				
PERSONNEL SERVICES	\$ 63,962.00	\$ 21,821.00	\$ 7,987.00	\$ 93,770.00
EQUIPMENT	\$ -	\$ -	\$ -	\$ -
COMMODITIES	\$ -	\$ -	\$ -	\$ -
TRAVEL	\$ 1,000.00	\$ -	\$ -	\$ 1,000.00
CONTRACTUAL	\$ 500.00	\$ -	\$ -	\$ 500.00
TOTAL COST	\$ 65,462.00	\$ 21,821.00	\$ 7,987.00	\$ 95,270.00

All procurements must be competitive

PROGRAM TITLE: McLean County Domestic Violence Multi-Disciplinary Team Program
AGREEMENT NUMBER: 601171
PREVIOUS AGREEMENT NUMBER(S): N/A
ESTIMATED START DATE: September 1, 2004
SOURCES OF PROGRAM FUNDING:
Violence Against Women Act (FFY 01) Funds: \$ 136,665
Matching Funds: \$ 45,555
Over-Matching Funds: \$ 14,397
Total: \$ 196,617

IMPLEMENTING AGENCY: County of McLean on behalf of McLean County Sheriff's Office
ADDRESS: 104 West Front Street
Bloomington, Illinois 61702
FEDERAL EMPLOYEE IDENTIFICATION NUMBER: 37-6001569
AUTHORIZED OFFICIAL: Michael F. Sweeney
TITLE: County Board Chairman
TELEPHONE: 309-888-5151
PROGRAM FINANCIAL OFFICER: Rebecca McNeil
TITLE: McLean County Treasurer
TELEPHONE: 309-888-5180

PROGRAM AGENCY: McLean County Sheriff's Office
104 West Front Street
Bloomington, Illinois 61702
ADDRESS: McLean County Sheriff's Office
104 West Front Street
Bloomington, Illinois 61702
PROGRAM DIRECTOR: David Owens
TITLE: Sheriff
TELEPHONE: 309-888-5034
EMAIL: daveo@mclean.gov

FISCAL CONTACT PERSON: Derick Love
AGENCY: McLean County Sheriff's Office
TITLE: Chief Deputy
TELEPHONE: 309-888-5032

PROGRAM CONTACT PERSON: Bonnie Serone
TITLE: Lieutenant
TELEPHONE: 309-888-5166
FAX: 309-888-5936
EMAIL: bonnie@mclean

SECTION 44. ACCEPTANCE

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

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

Michael F. Sweeney
County Board Chair
McLean County
Date

Rebecca McNeil
County Treasurer
McLean County
Date

David Owens
Sheriff
McLean County
Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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

**Implementing Agency: McLean County Sheriff's Department
Agreement #: 601171**

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Violence Against Women Act FFY01	\$ 136,665.00
	Subtotal:	\$ 136,665.00
Match:	McLean County Sheriff's Department	\$ 45,555.00
	Subtotal:	\$ 45,555.00
Over Match:	McLean County Sheriff's Department	\$ 14,397.00
	Subtotal:	\$ 14,397.00
	GRAND TOTAL	\$ 196,617.00

FRINGE BENEFIT WORKSHEET: Agreement # 601171 (Advocates)

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

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	6.500%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	14.150%
Total Salary Paid By Grant (Total Salary for Personnel in the Budget Detail)	\$63,640.00
TOTAL RATED FRINGE BENEFITS	\$9,005
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	\$3,000.00
OTHER	
Total Flat Rate Fringe	\$3,000.00
Number of grant-funded FTE (full-time equivalent) positions	2.50
FLAT RATE FRINGE BENEFITS	\$7,500
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$16,505

FRINGE BENEFIT WORKSHEET: Agreement # 601171 (Deputies)

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

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	17.260%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	24.910%
Total Salary Paid By Grant (Total Salary for Personnel in the Budget Detail)	\$74,570.00
TOTAL RATED FRINGE BENEFITS	\$18,575
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE- per employee	\$6,000.00
OTHER-Uniform Allowance	\$580.00
Total Flat Rate Fringe	\$6,580.00
Number of grant-funded FTE (full-time equivalent) positions	2.00
FLAT RATE FRINGE BENEFITS	\$13,160
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$31,735

PERSONNEL SERVICES Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
DV Deputy Sheriff	\$ 40,505.00	12	100%	\$ 40,505.00	\$ -	\$ -	\$ 40,505.00
Dv Deputy Sheriff(Holiday & Overtime)	\$ 6,300.00			\$ 6,300.00	\$ -	\$ -	\$ 6,300.00
Deputy Sheriff(New Hire)	\$ 34,065.00	12	100%	\$ -	\$ 34,065.00	\$ -	\$ 34,065.00
Law Enforcement Advocate	\$ 25,709.00	12	100%	\$ 22,549.00	\$ 3,160.00	\$ -	\$ 25,709.00
Law Enforcement Advocate	\$ 25,451.00	12	100%	\$ 22,323.00	\$ 3,128.00	\$ -	\$ 25,451.00
Law Enforcement Advocate	\$ 24,960.00	12	50%	\$ 10,946.00	\$ 1,534.00	\$ -	\$ 12,480.00
				\$ -	\$ -	\$ -	\$ -
		Total FTE	4.50	\$ -	\$ -	\$ -	\$ -
			Total Salary	\$ 102,623.00	\$ 41,887.00	\$ -	\$ 144,510.00
			Fringe Benefits (Use figure from Fringe Benefit Worksheet)	\$ 30,175.00	\$ 3,668.00	\$ 14,397.00	\$ 48,240.00
			TOTAL PERSONNEL SERVICES	\$ 132,798.00	\$ 45,555.00	\$ 14,397.00	\$ 192,750.00

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

(See Attached Budget Instructions)

The Sheriff's Department will have one full time deputy devoted solely to domestic violence cases. He will conduct follow-up investigations, obtain witness statements, serve subpoenas, photograph injuries and refer to partner agencies for victim services. Federal funds are also requested to include overtime and holiday payment for the Deputy Sheriff to adequately respond to domestic violence cases in a thorough fashion. Federal funds are requested for salary and overtime/holiday pay totalling \$46,805.

The Deputy Sheriff(New Hire) will be moved into a patrol function and will afford the Sheriff's Department the opportunity to keep much needed manpower to adequately address domestic violence cases. This salary will be contributed with matching funds in the amount of \$34,065.

A total of 2.5 Law Enforcement Advocates will be funded through this project. One half- time Advocate will work with the McLean County Sheriff's Office; One full-time Advocate will work with the Bloomington Police and one full-time Advocate will work with Normal Police Department.

The Advocates will work in conjunction with the respective law enforcement officers to conduct follow-up visits with domestic violence victims in an effort to provide additional information regarding services available to them and referrals to various services when appropriate.

Two fringe benefits worksheets have been attached as the Law Enforcement Advocates and the Deputies have different fringe benefit rates.

EQUIPMENT Item	Cost per Unit	# of Units	Pro-rated Share	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
Gun Holster	\$ 50.00	1		\$ 50.00	\$ -	\$ -	\$ 50.00
Digital Cameras Kits	\$ 600.00	3		\$ 1,800.00	\$ -	\$ -	\$ 1,800.00
Digital Cameras Batteries	\$ 8.50	2		\$ 17.00	\$ -	\$ -	\$ 17.00
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
				\$ -	\$ -	\$ -	\$ -
TOTAL EQUIPMENT COST				\$ 1,867.00	\$ -	\$ -	\$ 1,867.00

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

Digital cameras afford us the opportunity to document physical evidence and are a direct link prosecution of domestic violence cases. Digital cameras allow us to attach photos directly to our police reports making them instantly available to the State's Attorney's Office. Multiple cameras will assist us when a camera is needed at different locations. This request will allow us to have cameras available 24 hour a day, 7 days per week. The total federal funds requested for this purchase is \$1,800.

Federal funds are also requested for the purchase of digital camera batteries to replace batteries due to extensive usage. The total federal request for this purchase is \$17.

Federal funds are requested for the purchase of a gun holster for the Domestic Violence Deputy so that victims will not be further traumatized by the site of his weapon when he responds to domestic violence cases. The total federal funds requested for this item is \$50.

Item	Cost / Month	# of Months	Federal Amount	Match Contribution	Over-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	Over-Match Contribution	Total Cost
Program Staff Mileage*				\$ -	\$ -	\$ -	\$ -
Client Transportation				\$ -	\$ -	\$ -	\$ -
Conference Travel**	Cost/ person	# of people	# of days	\$ -	\$ -	\$ -	\$ -
Airfare	\$ 1,500.00	1		\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
Other (Specify)				\$ -	\$ -	\$ -	\$ -
TOTAL TRAVEL COST				\$ 1,500.00	\$ -	\$ -	\$ 1,500.00

* State rate is calculated at \$.36/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)

Federal funds are requested to send the Domestic Violence Officer to a national conference along with representatives from each of the grant-funded entities. Once a conference has been selected, details will be forwarded to the Authority for prior review and approval. The total federal funds requested are \$1,500.

Budget & Budget Narrative	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
Cell Service					\$ -	\$ -	\$ -	\$ -
Telephone Service					\$ -	\$ -	\$ -	\$ -
Pager service					\$ -	\$ -	\$ -	\$ -
Conference Registration Fees	\$ 500.00				\$ 500.00	\$ -	\$ -	\$ 500.00
Other: (Specify)					\$ -			\$ -
Other (Specify)					\$ -			\$ -
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -
TOTAL CONTRACTUAL COST					\$ 500.00	\$ -	\$ -	\$ 500.00

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

Registration fees in the amount of \$500 are requested for the DV Deputy to attend a national conference along with representatives from each of the grant-funded partners.

	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
GRAND TOTAL				
PERSONNEL SERVICES	\$ 132,798.00	\$ 45,555.00	\$ 14,397.00	\$ 192,750.00
EQUIPMENT	\$ 1,867.00	\$ -	\$ -	\$ 1,867.00
COMMODITIES	\$ -	\$ -	\$ -	\$ -
TRAVEL	\$ 1,500.00	\$ -	\$ -	\$ 1,500.00
CONTRACTUAL	\$ 500.00	\$ -	\$ -	\$ 500.00
TOTAL COST	\$ 136,665.00	\$ 45,555.00	\$ 14,397.00	\$ 196,617.00

All procurements must be competitive

**An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2004
Combined Annual Appropriation and Budget Ordinance
Public Building Commission Lease Fund 0161, Government Center Building 0115**

WHEREAS, the McLean County Board, on November 18, 2003, 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 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Public Building Commission Lease Fund 0161, Government Center Building 0115; and,

WHEREAS, McLean County and the City of Bloomington have, through the Public Building Commission, jointly purchased the building at 115 E. Washington Street, also known as the Government Center; and,

WHEREAS, pursuant to the approval of the McLean County Board and the City of Bloomington Council, the Public Building Commission sold \$2.6 million of tax-exempt, general obligation bonds to finance the additional improvements to the heating, ventilation, and air conditioning mechanical systems at the Government Center; and

WHEREAS, the Public Building Commission closed the \$2.6 million tax-exempt bond sale on January 1, 2004, after the County Board approved and adopted the fiscal year 2004 Combined Annual Appropriation and Budget Ordinance; and,

WHEREAS, it is necessary to recognize and appropriate the County's additional share of the annual debt service payment due as a result of the \$2.6 million bond sale; and,

WHEREAS, the Property Committee, on Thursday, October 7, 2004, approved and recommended to the County Board an Emergency Appropriation Ordinance amending the fiscal year 2004 Combined Annual Appropriation and Budget Ordinance to recognize the County's share of the annual debt service due to the Public Building Commission; now therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add the following appropriation to the fiscal year 2004 Combined Annual Appropriation and Budget Ordinance:

PBC Lease Fund	
General Property Taxes	
0161-0115-0115-0401.0001	<u>\$ 114,500.00</u>

(2)

2. That the County Auditor is directed to add the following appropriation to the fiscal year 2004 Combined Annual Appropriation and Budget Ordinance:

PBC Lease Fund	
PBC Reimbursement	
0161-0115-0115-0768.0001	<u>\$ 114,500.00</u>

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

ADOPTED by the County Board of McLean County this 19th day of October, 2004.

ATTEST:

APPROVED:

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

Michael F. Sweeney, Chairman
McLean County Board

EA_115PBC_ADDLDEBTSERVICE.PROP
10/19/04

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Fund: General 0001		Department: Information Services 0043		Pages: 136 -- 140	
CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2004
Revenue	\$ 70,329	\$ 103,141	\$ 147,505	\$ 44,364	43.01%
Salaries	\$ 673,603	\$ 732,559	\$ 804,946	\$ 72,387	9.88%
Fringe Benefits	\$ 33,150	\$ 39,200	\$ 42,750	\$ 3,550	9.06%
Materials & Supplies	\$ 62,625	\$ 38,850	\$ 39,450	\$ 600	1.54%
Contractual	\$ 916,980	\$ 817,400	\$ 740,500	\$ (76,900)	-9.41%
Capital Outlay	\$ 253,500	\$ 343,000	\$ 193,600	\$ (149,400)	-43.56%
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 1,939,858	\$ 1,971,009	\$ 1,821,246	\$ (149,763)	-7.60%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Fund: General 0001 Department: Information Services 0043

Highlights of the Recommended Budget:

REVENUE

410.0086 Reimbursement/Computer Services: This revenue line item account has decreased from \$45,000 in the FY'2004 Adopted Budget to \$15,000 in the FY'2005 Recommended Budget. The revenue in this line item account is generated by direct billing on an hourly basis for services provided to County offices and departments outside of the General Fund, for example, Health Department, Nursing Home, MetCom, and Tazewell County for IJIS related support services. The decrease in this revenue line-item is attributable to an overestimation of the fee revenue to be generated from the agreement with Tazewell County.

450.0011 Transfer from Other Funds: This revenue line item account has increased from \$58,141 in the FY'2004 Adopted Budget to \$132,505 in the FY'2005 Recommended Budget. The revenue generated by Information Services is transferred from the following Special Revenue Funds outside of the General Fund:

From the County Highway Department Fund 0120 -	\$17,000.00
From the Recorder's Document Storage Fund 0137 -	\$30,000.00
From the Circuit Clerk's Court Automation Fund 0140 -	\$60,505.00
From the County Collector's Automation Fund 0168 -	\$25,000.00
Total:	\$132,505.00

(2)

EXPENDITURES

Personnel:

The following change in the FTE Staffing level has been added in the FY'2005 Recommended Budget:

1.0 FTE GIS Specialist

In the FY'2004 Adopted Budget, this position was funded entirely by a grant awarded to the County Highway Department by the Illinois Department of Transportation. Pursuant to the agreement between the County Highway Department, Information Services Department, Building and Zoning Department, and the Supervisor of Assessments Office, beginning on January 1, 2005, this position would be relocated from the Highway Department to the Information Services Department. Funding for this position will come from two sources in FY'2005 – the balance of grant funds available from the Illinois Department of Transportation (\$17,000) and the County's \$1.00 share of the \$3.00 GIS fee collected by the Recorder of Deeds.

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted at the same level or less as in the FY'2004 Adopted Budget with the following exception:

629.0001 Letterhead/Printed Forms: This line item account has increased from \$500 in the FY'2004 Adopted Budget to \$1300 in the FY'2005 Recommended Budget. This increase is for the purchase of letterhead and business cards for the Department.

Contractual Services:

All of the Contractual line item accounts have been budgeted at the same level or less as in the FY'2004 Adopted Budget with the following exceptions:

701.0001 Advertising/Legal Notices: This line item account has increased from \$250 in the FY'2004 Adopted Budget to \$500 in the FY'2005 Recommended Budget. This increase more accurately reflects the actual spending by Information

(3)

Services for placement of advertisements for bids.

706.0001 Contract Services: This line item account has decreased from \$630,000 in the FY'2004 Adopted Budget to \$460,000 in the FY'2005 Recommended Budget. This increase is based on the following Contractual and Intergovernmental Agreements: IJS Work on Civil, Probation, and Juvenile (\$400,000); and annual maintenance expense for Geographic Information System (GIS) (\$20,000); and miscellaneous Contract expenses (\$40,000).

718.0001 Schooling & Conferences: This line item account has increased from \$22,000 in the FY'2004 Adopted Budget to \$25,000 in the FY'2005 Recommended Budget. This increase is for the following training for staff in the Department: Digital Security Training; State of Illinois Annual Digital Government Conference; Network and Windows2003 Conference; New World Financial Systems Annual User Conference; SQL Server and V8 training in preparation for conversion to Devnet Property Tax Administration Software system; ORACLE Conferences and training updates; Countywide training for employees in PC desk based applications through Heartland Community College.

750.0003 Computer Repair/Parts: This line item account has increased from \$7000 in the FY'2004 Adopted Budget to \$10,000 in the FY'2005 Recommended Budget. This increase more accurately reflects the actual spending by Information Services. In addition, the Auditor's Office has requested that the expense for computer repair services and parts which are not included under a maintenance contract be charged to this line item account.

750.0004 Software License Agreements: This line item account has increased from \$500 in the FY'2004 Adopted Budget to \$70,000 in the FY'2005 Recommended Budget. This increase reflects the annual cost of the Devnet Property Tax Administration Software. A reduction in line item account 833.0004 compensates for the increase in this line item account.

750.0005 Software Maintenance Contracts: This line item account has increased from \$75,000 in the FY'2004 Adopted Budget to \$101,500 in the FY'2005 Recommended Budget. This increase is based on the following: New World Financial Systems - \$27,000; ORACLE software - \$38,000; Cirone PamsPro software - \$12,000; PatchLink \$9,000; Norton Antivirus \$10,000 and Internet Surf Control.

793.0001 Travel Expense: This line item account has increased from \$300 in the FY'2004 Adopted Budget to \$600 in the FY'2005 Recommended Budget. As the price of gasoline per gallon has increased, more employees in the Department are requesting travel reimbursement for trips between County facilities – e.g. Government Center/Law and Justice Center to

(4)

COMLARA Park, or to the Nursing Home or the Highway Department.

795.0003 Telephone Service: This line item account has decreased from \$55,000 in the FY'2004 Adopted Budget to \$44,000 in the FY'2005 Recommended Budget. This decrease reflects the accounting for the expense of the Data Lines in a separate line item account.

795.0005 Data Communication: This line item account has increased from \$9000 in the FY'2004 Adopted Budget to \$15,000 in the FY'2005 Recommended Budget. This increase reflects the change from using Verizon for data line services to a consolidated contract for data line services provided to all County facilities by A5.

Capital Outlay:

833.0002 Purchase Computer Equipment: This line item account includes funding for the following capital equipment purchases: 70 Computer Workstations; 8 wireless laptop computers; scanner and interface card needed for Devnet Property Tax Software system; 4 printers for Circuit Court; additional hardware for wireless network security; lightweight data projector.

833.0003 Lease/Purchase Computer: This line item account includes funding for the annual lease/purchase payment for a new copier for the department.

833.0004 Purchase of Computer Software: This line item account includes funding for the following computer software purchases: Network Security Software; 8 ArcView software licenses; and Spyware Control.

McLEAN COUNTY

Fiscal Year 2005 Recommended Budget

Pages: 8 -- 9

Fund: General 0001

Department: County Administrator 0002

CATEGORY	FY 2003 BUDGET	FY 2004 BUDGET	RECOMMENDED FY 2005 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2004
Revenue	\$ -	\$ -	\$ -	\$ -	N/A
Salaries	\$ 262,623	\$ 273,708	\$ 279,480	\$ 5,772	2.11%
Fringe Benefits	\$ 10,200	\$ 10,640	\$ 10,830	\$ 190	1.79%
Materials & Supplies	\$ 33,400	\$ 32,400	\$ 27,300	\$ (5,100)	-15.74%
Contractual	\$ 82,735	\$ 95,540	\$ 98,990	\$ 3,450	3.61%
Capital Outlay	\$ 2,800	\$ 1,890	\$ 1,890	\$ -	0.00%
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 391,758	\$ 414,178	\$ 418,490	\$ 4,312	1.04%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2005 Recommended Budget

Department: County Administrator's Office 0002

Fund: General 0001

Highlights of the Recommended Budget

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2005 Recommended Budget.

Materials and Supplies:

All Materials and Supplies line item accounts in the FY'2004 Recommended Budget have been budgeted at the same level or less as in the FY'2004 Adopted Budget with the following exception:

612.0001 Books/Videos/Publications: This line item account has increased from \$1000 in the FY'2004 Adopted Budget to \$1200 in the FY'2005 Recommended Budget. This increase is based on an increase in subscription rates for certain publications and the need to purchase additional Human Resources reference materials.

Contractual Services:

All Contractual line item accounts in the FY'2005 Recommended Budget have been budgeted at the same level or less as in the FY'2004 Adopted Budget with the following exceptions:

719.0011 Insurance Appraisal Services: This line item account has increased from \$1800 in the FY'2004 Adopted Budget to \$2000 in the FY'2005 Recommended Budget. This increase is based on the addition of Government Center to the County's inventory of properties that will need to be surveyed in 2005 by the Insurance Appraisal firm.

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784.0001 Auditing/Accounting Services: This line item account has increased from \$78,750 in the FY'2004 Adopted Budget to \$82,000 in the FY'2005 Recommended Budget. This increase is based on the anticipated proposals to be received for the outside audit services to be provided during the next three years. With the completion of the FY'2003 audit, Clifton Gunderson completed their sixth year as the County's outside auditor. Pursuant to the County's past practice and policy, the County issues a Request for Proposal from qualified firms to serve as the County's outside auditor for the next three years.

Capital Outlay:

832.0002 Lease/Purchase Office Equipment: This line item account includes funding for the lease/purchase cost for the photocopier in the County Board/County Administrator Office.