

Proceedings
of the
County Board
of
McLean County,
Illinois

October 19, 2004

*Subject to approval at
November 16, 2004
County Board Meeting*



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October 19, 2004

The McLean County Board met on Tuesday, October 19, 2004 at 9:04 a.m. in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois with Chairman Michael Sweeney presiding.

Invocation was given by Member Gordon and was followed by the Pledge of Allegiance.

The following Members answered to roll call:

Members Ann Harding, Stan Hoselton, Duane Moss, Robert Nuckolls, Sonny O'Connor, Benjamin Owens, Paul Segobiano, David Selzer, Matt Sorensen, Cathy Ahart, Duffy Bass, Sue Berglund, Diane Bostic, Don Cavallini, Rick Dean, George Gordon, and Michael Sweeney.

The following Members were absent:

Chris Kalapp, Bette Rackauskas, and Tari Renner.

Consent Agenda:

Chairman Sweeney asked if there were any items to be removed. Member Selzer requested item C1)b be removed.

The Amended Consent Agenda read as follows:

1. Consent Agenda:
 - A. Approval of the Proceedings of the County Board, September 21, 2004
 - B. County Highway Department – Jack Mitchell, County Engineer
 - 1) Request Approval of the Letting Results from September 29, 2004 for Surplus of Vehicles
 - 2) Request Approval of Bridge Petition – Section 2004 Bellflower Non-MFT Culvert
 - 3) Request Approval of an Application for the Establishment of an Altered Speed Zone – CH 37 – Linden Street
 - C. Building and Zoning – Phil Dick, Director
 - 1) Zoning Cases:
 - a) Request Approval of the application of M. Charlene Lehnen and Kristin J. Marshall in case SU-04-20, parcel (11) 12-07-226-024. They are requesting a special use to amend special use case 69-16-S, which was to allow the property (Outlot C) to be used as a privately owned outdoor recreation area, to delete this use and allow Outlot C to be used in conjunction with Lot 78 as a residential lot in the Agriculture District on property, which is located in Danvers Township immediately west of the intersection of Kickapoo Drive and Buffalo Run at Spin Lake, Danvers, IL
 - 2) Subdivision Case:
None
 - D. Risk Management – Jennifer Ho
 - 1) 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)
 - E. Transfer Ordinances
 - F. Other Resolutions, Contracts, Leases, Agreements, Motions

G. Chairman's Appointments with the Advice and Consent of the County Board:

2) 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

H. Approval of Resolutions of Congratulations and Commendation

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on October 5, 2004, for a letting held on September 29, 2004 for the sale of Surplus Equipment, and

WHEREAS, the Transportation Committee duly approved the bids on October 6, 2004,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following:

1996 Ford F-250 Pickup Truck # 118

Sold to David Mylcraine for the amount of.....\$ 1,500.00

1996 Ford F-250 Pickup Truck # 130

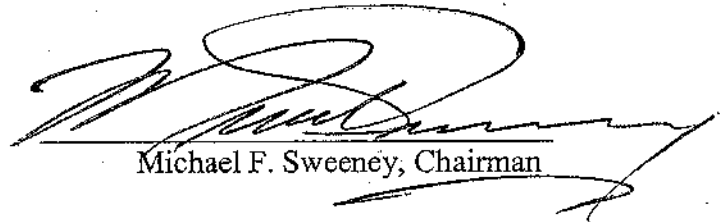
Sold to David Mylcraine for the amount of.....\$1,500.00

1978 Clipper Concrete Saw

Sold to David Mylcraine for the amount of.....\$125.00

Walker 25 Ton Press – Frame Only

Sold to for Lafe Epperson the amount of.....\$10.00




Michael F. Sweeney, Chairman

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Peggy Ann Milton, County Clerk in and for said County in the State aforesaid and keeper of the records and files thereof, as provided by statutes, 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 monthly meeting held at Bloomington, Illinois on October 19, 2004.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 19th day of October A.D., 2004.

[SEAL]



Peggy Ann Milton
County Clerk

McLean County Highway Department Surplus Sale September 29, 2004

asset #	Item
94906	1996 FORD 3/4Ton Pickup with gasoline engine VIN# 2F2HF25HXTCA51269 with 114,226 miles Minimum Bid was set at \$1250.00 David Mylcraine was the successful bidder with a bid of \$1500.00
94907	1996 FORD 3/4 Ton Pickup with gasoline engine VIN# 2F2HF25H6TCA51270 with 105,153 miles Minimum Bid was set at \$1250.00 David Mylcraine was the successful bidder with a bid of \$1500.00
90848	1978 CLIPPER CONCRETE SAW VIN# H-0626 Minimum Bid was set at \$100.00 David Mylcraine was the successful bidder with a bid of \$125.00
	Walker 25 ton Press -Frame only No Minimum bid was set Lafe Epperson was sucessful bidder with a bid of \$10.00

BRIDGE PETITION

Bellflower Road District
Section 2004 Bellflower Non-MFT Culvert

TO: McLean County Board
% McLean County Clerk
104 W Front St - Rm 704
Bloomington, IL 61701

2004 Bellflower Township Non-MFT Culvert Drainage Structure, located on 3900E from 011N to 027N in Bellflower Road District.

Ladies and Gentlemen:

Bellflower Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501, of the current Illinois Compiled Statutes as amended; construct one drainage structure with approach fills located on the East line of the SE ¼ of Section 9, T21N, R6E of the 3rd P.M. in Bellflower Road District.

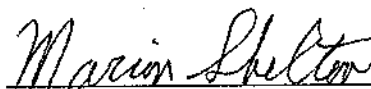
That of the funds appropriated at the November 2003 meeting of the McLean County Board, Ten Thousand Dollars (\$10,000.00) be used as the County's share of the cost of the structure and approach work.

Bellflower Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.

Bellflower Road District further states that the County Engineer has made a survey of the water shed and has determined that the site of the new drainage structure shall be as mentioned above and has estimated that the cost of the new drainage structure shall be Twenty Thousand Dollars (\$20,000.00) total, with the cost divided between Bellflower Road District at Ten Thousand Dollars (\$10,000.00) and McLean County at Ten Thousand Dollars (\$10,000.00) and that the existing structure is inadequate.


Bellflower Road District further certifies that the cost of the new structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted,


Highway Commissioner,
Bellflower Road District

Approved  9-28-04
John E Mitchell, County Engineer, McLean County, IL

ATTEST

Approved 
Michael F Sweeney, Chairman McLean County Board


Peggy Ann Milton, County Clerk

McLean County Highway Department

APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE

An ALTERED SPEED ZONE as referred to in this application is a length of roadway on which a uniform speed limit at variance with the statewide authority limit is posted.

.....

To the COUNTY BOARD

In accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, the Highway Department has completed an engineering and traffic investigation report concerning the street or highway listed below and requests that an altered speed zone be approved. This application is for the:

Establishment
of new zone

Revision of
existing zone

Extension of
existing zone

Street or roadway to be zoned: CH 37 - Linden Street

From: Northtown Road

To: 700 feet North of Northtown Road

County: McLean In or near Normal Length 700 feet Proposed Speed 45 mph

The Statements contained in this APPLICATION FOR THE ESTABLISHMENT OF AN ALTERED SPEED ZONE and the data submitted obtained from an engineering and traffic investigation are true and correct, and in conformance with the Highway Department's POLICY FOR THE ESTABLISHMENT AND POSTING OF SPEED LIMITS ON COUNTY AND TOWNSHIP HIGHWAYS.

Date: October 5, 2004

Submitted by: 
John E. Mitchell,
McLean County Engineer

Enclosures: Copy of Ordinance
 Establishment of Speed Zone
 Spot Speed study
 Condition Diagram

**Resolution
of
McLean County, Illinois**

**AN ORDINANCE AND RESOLUTION FOR THE ESTABLISHMENT
OF AN ALTERED SPEED ZONE**

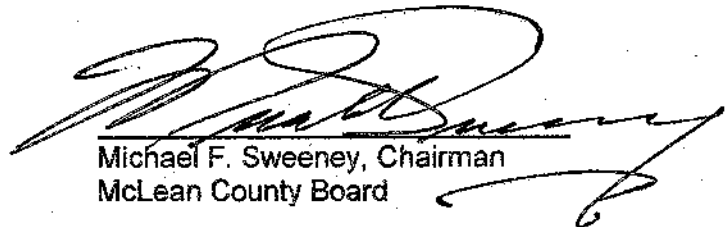
IT IS HEREBY DECLARED, ORDAINED AND RESOLVED by the County Board of McLean County, Illinois, that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less, respectively than that considered reasonable and proper on the street or highway, respectively, listed in the Schedule on the reverse side for which McLean County has maintenance responsibility and which is not under the jurisdiction of the Illinois Department of Transportation or the Illinois State Toll Highway Authority; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this Board has caused to be made an engineering and traffic investigation upon the respective streets or highways listed in the Schedule; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that, by virtue of Section 11-604 of the above Code, this Board determines and declares that reasonable and proper absolute maximum speed limits upon those respective streets and highways described in the Schedule shall be as stated therein; and,

BE IT FURTHER DECLARED, ORDAINED AND RESOLVED that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits. Said signs shall be erected in conformance with the standards and specifications contained in the Illinois Manual on Uniform Traffic Control Devices for Streets and Highways.

Adopted and passed this 19th day of October, 2004.


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


Peggy Ann Milton, McLean County Clerk

(SEAL)

SCHEDULE OF ALTERED SPEED ZONE

<u>Name of Street or Highway</u>	<u>Exact Limit of Zone</u>		<u>Maximum Speed Limits</u>
	<u>From:</u>	<u>To:</u>	
CH 37	Northtown Road Adjacent to Normal	700' North of Northtown Road	45 mph

McLEAN COUNTY HIGHWAY DEPARTMENT

ROUTE CH 37 - Linden Street FROM Northtown Road
 TO 700 feet North of Northtown Road A DISTANCE OF 700 feet 0.133 MILES
 IN Section 10, Normal TOWNSHIP, McLEAN COUNTY

I. SPOT SPEED STUDIES (ATTACHED)

CHECK NO.	85 th %	10 MPH PACE UPPER LIMIT

V. DRIVEWAY CONFLICTS

RESIDENTIAL DRIVES	___ X 1.0 =	___
SMALL BUSINESS DRIVES	___ X 5.0 =	___
LARGE BUSINESS DRIVES	___ X 10.0 =	___
DRIVEWAY CONFLICTS NUMBER TOTAL		___
_____ (D.C.N.) = _____		
MILES		CONFLICT NO. / MILE

II. DESIGN POLICIES

NOTE: Per Town of Normal Study

VI. MISC. FACTORS

PEDESTRIAN VOLUME	_____
ACCIDENT RATE RATIO :	
COUNTY	AVG. = _____
ROUTE	
PARKING PERMITTED	<input type="checkbox"/> YES <input type="checkbox"/> NO

III. PREVAILING SPEED

85 th PERCENTILE AVG.	_____ MPH
UPPER LIMIT AVG.	_____ MPH
PREVAILING SPEED:	_____ MPH

VII. PREVAILING SPEED ADJUSTMENT

DRIVEWAY ADJUSTMENT	_____ %
PEDESTRIAN ADJUSTMENT	_____ %
ACCIDENT ADJUSTMENT	_____ %
PARKING ADJUSTMENT	_____ %
TOTAL (MAX 20%)	_____ %
_____ MPH	X _____ % = _____
PREVAILING SPEED	ADJUSTMENT (MAX 10 MPH)
ADJUSTED PREVAILING SPEED	_____ MPH

IV. EXISTING SPEED LIMITS

ZONE BEING STUDIED	_____ MPH
VIOLATION RATE	_____ %
ADJACENT ZONES N OR W	_____ MPH
LENGTH	_____ MILES
S OR E	_____ MPH
LENGTH	_____ MILES

VIII. REVISED SPEED LIMIT

RECOMMENDED SPEED LIMIT	_____ <u>45</u> MPH
ANTICIPATED VIOLATION RATE	_____ %
RECOMMENDED BY	<u>JOHN E. MITCHELL</u>
ORGANIZATION	<u>McLEAN CO HIGHWAY DEPT</u>
DATE	<u>October 19, 2004</u>

TOWN COUNCIL ACTION REPORT

September 29, 2004

Ordinance Regulating the Speed Limit on Linden Street from Raab Road to Northtown Road

PREPARED BY: Gene Brown, City Engineer

REVIEWED BY: Mark R. Peterson, City Manager
Mike Hall, Director of Public Works
Kent Crutcher, Chief of Police
Wayne Hopper, Traffic Technician

BUDGET IMPACT: None

STAFF RECOMMENDATION: Approval

ATTACHMENTS: Proposed Ordinance

BACKGROUND

Earlier this summer Engineering was asked to review the intersection of Linden Street and Northtown Road for warrants for an all-way stop. The current intersection is a two-way stop with Northtown Road being stop controlled. Engineering had previously gathered traffic counts during the peak hours in April of 2003 and found that traffic volumes alone did not warrant installation of a four-way stop. Then we looked at the crash history from January 2002 to January 2003, and realized a total of four crashes of which three were susceptible to correction with an all-way stop posting. This again did not warrant the installation of an all-way stop. A minimum of five crashes susceptible to correction is required before consideration is given to install an all-way stop.

DISCUSSION/ANALYSIS

In reviewing the intersection this summer there had not been a significant increase in traffic where volumes would warrant an all-way posting. The crash history from April 2003 to April 2004 showed a total of six accidents of which five were susceptible to correction. Although five crashes are considered a threshold for consideration of installation of an all-way stop, Engineering did not recommend this for several reasons.

First, the geometrics and posted speed on the north approach (southbound) on Linden Street makes installation of an all-way stop problematic at this intersection. The curve of the road does not provide proper sight distance to the driver for advance warning of the impending stop sign for traffic from the rural area to the north. A change in the geometrics of the north leg of the intersection, advance warning

TOWN COUNCIL ACTION REPORT

flashers, rumble strips and overhead flashers would most likely be required with an all-way stop installation.

Second, Engineering felt the speed of the traffic through the intersection might be a greater contributing factor to the accidents than the volume of traffic. Engineering completed a speed study on Linden Street at Northtown Road. The current posted speed south of Northtown Rd. on Linden Street is 50 mph, and north of Northtown Road 55 mph. Results of the speed study indicated a mean speed of 49 mph and median speed of 48 mph for the 147 vehicles studied. This result indicated the current 50 mph posting was appropriate, but also that a number of vehicles were traveling at greater speeds through the intersection.

Because the speed limit north of the intersection changes to 55 mph less than 500' from the intersection, the 50 mph cannot be enforced through the intersection. In discussions with the McLean County Highway Engineer regarding the posted speed limit on Linden Street north of the intersection, which is under the County's jurisdiction, it was suggested that the County reduce their posted speed to match that posted south of the intersection so this speed could be enforced through the intersection. As indicated above, Engineering felt the 50 mph posting was appropriate and the County was prepared to proceed with changing their posted speed north of the intersection.

Upon further review of the study and discussions with McLean County, including the impact of three significant traffic generating ingress/egress points (Landings Trailer Park, Ironwood Garden Apartments, and Casey's General Store), continuing safety concerns at the intersection, and the inability to enforce the posted speed south of the intersection without continuing it north through the intersection, Engineering is recommending the posted speed on Linden Street be reduced from 50 mph to 45 mph. McLean County has also agreed to request a change in the posted speed from 55 mph to 45 mph north of the intersection for 500', allowing enforcement of the 45 mph through the intersection. These changes will hopefully reduce the speed of vehicles and allow enforcement of the posted speed through the intersection.

In the process of reviewing the posted speed limits on Linden Street north of Raab Road it was discovered that the Town Council never approved an ordinance establishing the current posted 35 mph speed on Linden Street from Raab Road to 700' north of Raab Road. This speed limit was established in 2002 when the signals at Linden Street and Raab Road were installed.

This proposed ordinance would permanently establish the 35 mph speed limit on Linden Street from Raab Road to 700' north of Raab Road, and a 45 mph speed limit from 700' north of Raab Road to Northtown Road.

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of M. Charlene Lehnen and Kristin J. Marshall, in case SU-04-20, parcel (11) 12-07-226-024. They are requesting a special use to amend special use case 69-16-S which was to allow the property (Outlot C) to be used as a privately owned outdoor recreation area, to delete this use and allow Outlot C to be used in conjunction with Lot 78 as a residential lot in the Agriculture District on property which is part of Section 7, Township 24N Range 1W of the 3rd P.M.; and is located in Danvers Township immediately west of the intersection of Kickapoo Drive and Buffalo Run at Spin Lake, Danvers, IL.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 5, 2004 in Room 400, Government Center, 115 East Washington Street Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT -The 1.67 acre property is currently used as an outdoor recreation area and was platted as an outlot. The topography of the property is relatively flat and drains to the southwest. The property has 360 feet of frontage on the west side of Buffalo Run which is an oil and chip road 18 feet in width.

SURROUNDING ZONING AND LAND USE: The property is in the Agriculture District and is surrounded by land in the Agriculture District. A vacant lot is located to the east; the applicants propose to combine this vacant lot with the outlot and build a dwelling. Single family residences are located to the north and south. Spin Lake is located to the west.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

- 1. The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is met. The subject site is an outlot located at Spin Lake Subdivision. The applicant is requesting to amend Special Use case 69-16-S that designated Outlot C as an outdoor recreation area to be used by all of the residences of Spin Lake. The applicant would like to delete this use to allow Outlot C to be used in conjunction with Lot 78 as a residential lot. An outlot in the County cannot be used for residential purposes unless it is used in conjunction with an adjoining residential/buildable lot. This outlot is adjacent to Lot 78.
- 2. The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is met. There are single family residences to the north and south of the subject property.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is met. The subject parcel is located in a rural subdivision. Nearby land that is suitable for single family dwellings will continue to be suitable for such use.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has approximately 360 feet of frontage on the west side of Buffalo Run.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard is met. The roads are private at Spin Lake and it appears that safe sight distance can be provided.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is met.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is met.

After considering all the evidence and testimony presented, this Board finds that the application meets all the standards as found in the McLean County Zoning Ordinance.

Therefore this Board recommends that a special use be granted on the property described above to amend special use case 69-16-S which was to allow the property (Outlot C) to be used as a privately owned outdoor recreation area, to delete this use and allow Outlot C to be used in conjunction with Lot 78 as a residential lot in the Agriculture District, provided that Outlot C is combined with Lot 78.

ROLL CALL VOTE UNANIMOUS - The roll call vote was five members for the motion to recommend granting, none opposed and Members Kinsella and Kuritz were absent.

Respectfully submitted this 5th day of October 2004, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheet
James Finnigan
Joe Elble
Jerry Hoffman



McLEAN COUNTY BOARD
(309) 888-5110 FAX (309) 888-5111
104 W. Front Street P.O. Box 2400
Bloomington, Illinois 61702-2400

Michael F. Sweeney
Chairman

October 13, 2004

To the Honorable Chairman and Members of the McLean County Board:

Your PROPERTY COMMITTEE herewith respectively recommends approval of the request received from the Risk Manager and the Corporate Alliance to End Partner Violence (CAEPV) to display the Silent Witness Exhibit in the lobby of the Law and Justice Center on Monday, October 25, 2004.

Your PROPERTY COMMITTEE herewith further respectively recommends approval of the request received from the Risk Manager and the Corporate Alliance to End Partner Violence (CAEPV) to display purple ribbons in the north courtyard of the Law and Justice Center to promote awareness and highlight Domestic Violence Awareness Month.

Respectfully submitted,

The PROPERTY COMMITTEE of the McLEAN COUNTY BOARD

District #1
Stan Hosefson
Don J. Cavallini

District #2
Matt Sorensen
Rick Dean

District #3
Michael F. Sweeney
Diane R. Bostic

District #4
Ann Harding
Duane Moss

District #5
B.H. "Duffy" Bass
Sonny Rodgers

District #6
Geoff Gordon
David R. W. Setzer

District #7
PA. "Sue" Berglund
Bette Rackauskas

District #8
Paul R. Segobiano
Tarl Renner

District #9
Chris Kalapp
Cathy Ahart

District #10
Benjamin J. Owens
Bob Nuckolls



RISK MANAGEMENT OFFICE

TEL: (309) 888-5940
104 West Front Street

FAX: (309) 888-5949
P. O. Box 2400

E-MAIL: riskmgt@mclean.gov
Bloomington, IL 61702-2400

Memo To: Diane R. Bostic, Chair
Members of the Property Committee

From: Jennifer Ho, Risk Manager *Jen Ho*
c.c. Charles Reynard, Judge, Board of Directors, CAEPV
Bill Yoder, State's Attorney, Member of CAEPV
Roxanne Castleman, Director, Court Services

Date: September 28, 2004

Subject: Silent Witness Exhibits - October 25, 2004

As members of the Corporate Alliance to End Partner Violence (CAEPV), we are requesting your permission to have the Silent Witness exhibits in the lobby of the law & Justice Center and to have purple ribbons placed on trees along the lawn of the Law & Justice Center on October 25, 2004 to promote awareness of the silent victims of partner violence as part of the culminating activities to promote October activities for promoting Domestic Violence awareness and to per. You might recall that the County is the first public entity employer to involved with the CAEPV efforts to promote domestic violence awareness in the workplace. Court Services will also be making available information on local resources and education materials on that day.

There is no cost to the County. Responsibility for the silhouettes will remain with the Community Action. A staff member from the Countering Domestic Violence Unit of Community Action will be present during the time of the exhibits.

I am available to answer your questions. Thank you.



Central Office
McLean County
923 E. Grove
Bloomington, IL 61701
(309) 829-0691

Livingston County Office
741 W. Washington
Pontiac, IL 61764
(815) 844-3201

Programs

Affordable Housing
Neville House Shelter/
Countering Domestic Violence
Emergency Assistance Services
Energy Assistance
Mayors Manor
Senior Services
Weatherization

Board of Directors

Rick Barrera, President
George Braden, Vice President
Angelo Padro, Treasurer
Lori Manning, Secretary
Francis Irvin, President Emeritus
Jason Chambers
Eleanor Mohammed
Benjamin Owens
Judy Ripsch
Glen Rustman
Karen Schmidt
Rev. James Sims
Cranston Sparks
Beth Woodrum

Executive Director

John Burrill

TO: McLean County Board Members

FROM: John Burrill, Community Action's Executive Director
Deborah White, Countering Domestic Violence Program Director

RE: Request for Domestic Violence Awareness Month Displays

DATE: September 24, 2004

On behalf of Mid Central Community Action's Countering Domestic Violence Program, we respectfully request your consideration of the following displays on Monday, October 25, 2004 to highlight Domestic Violence Awareness Month for County employees and community members utilizing the Law & Justice services on that date: (1) National "Silent Witness" project in the lobby and (2) purple bows in the courtyard trees.

The "Silent Witness" project consists of several life-size silhouettes of persons who have been murdered by an intimate partner. A badge on the silhouette explains the specifics of the domestic violence homicide. This project will be displayed at several other locations throughout Bloomington / Normal in October. Judge Reynard and Jennifer Ho are on the planning committee and the Law & Justice Center was suggested as a potential site. We would have agency staff or volunteers at the display to answer any questions and to safeguard the silhouettes.

We would also like to place the purple bows utilized during the month of April on the courtyard trees for October 25th only. Purple is the color utilized to signify domestic violence awareness.

If you need any additional information to make your decision regarding these requests, please feel free to contact John at johnb@mccainc.org and Deb at dwhite@mccainc.org.

Thank you again for your consideration.

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF BETTY ALEXANDER
AS A TRUSTEE OF THE PLEASANT HILLS CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term on November 1, 2004, of Betty Alexander, on the Board of Trustees of the Pleasant Hills Cemetery Association, it is advisable to consider an appointment to this position; and

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Betty Alexander as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Tom Shields, Attorney of the Pleasant Hills Cemetery Association.

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

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF BERNARD ARGO
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term of Bernard Argo, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2004, it is advisable to consider an appointment to this position; and

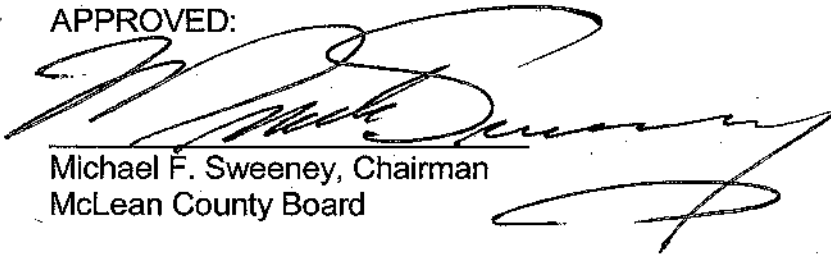
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Bernard Argo as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Bernard Argo, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.


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

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF WILLIAM DETERDING
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term of William Deterding, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2004, it is advisable to consider an appointment to this position; and


WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of William Deterding as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to William Deterding, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.


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

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF DALE MCCLURE
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term of Dale McClure, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2004, it is advisable to consider an appointment to this position; and

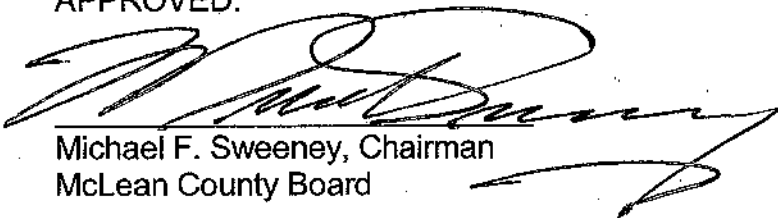
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Dale McClure as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Dale McClure, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.


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

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF DARWIN MCCLURE
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term of Darwin McClure, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2004, it is advisable to consider an appointment to this position; and

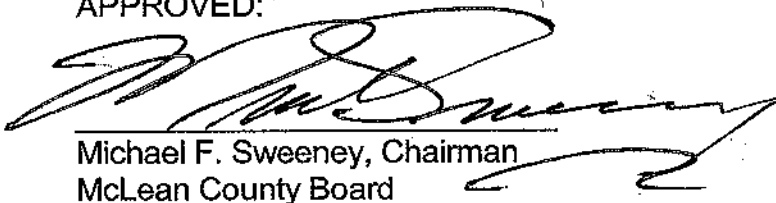
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Darwin McClure as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2010, or until a successor shall have been qualified and appointed.

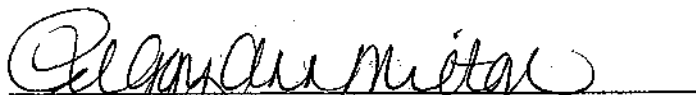
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Darwin McClure, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.

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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF DONALD OEHLER
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term of Donald Oehler, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2004, it is advisable to consider an appointment to this position; and

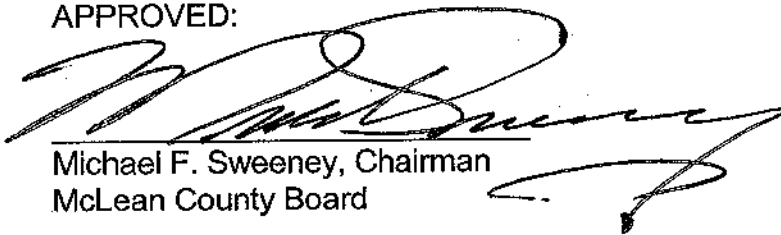
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Donald Oehler as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2010, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Donald Oehler, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.

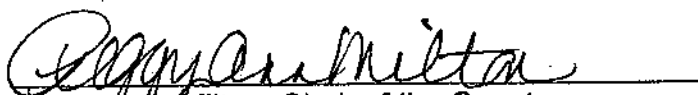
ADOPTED by the County Board of McLean, County, Illinois this 19th day of October, 2004.

APPROVED:



Michael F. Sweeney, Chairman
McLean County Board

ATTEST:



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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF ROGER RISSER
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term of Roger Risser, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2004, it is advisable to consider an appointment to this position; and


WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Roger Risser as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2010, or until a successor shall have been qualified and appointed.


BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Roger Risser, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.

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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION OF REAPPOINTMENT OF HARLAN YODER
AS A TRUSTEE OF THE PARK LAWN CEMETERY ASSOCIATION

WHEREAS, due to the expiration of term of Harlan Yoder, whose term on the Board of Trustees of the Park Lawn Cemetery Association expires on November 1, 2004, it is advisable to consider an appointment to this position; and

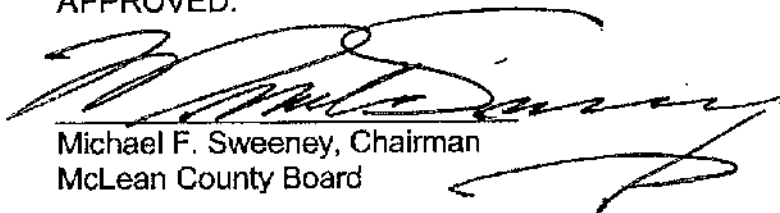
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 805, 320/4, has the responsibility to fill a six-year term by appointment, or reappointment, with the advice and consent of the County Board, now therefore,

BE IT RESOLVED, that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Harlan Yoder as a Trustee of the Pleasant Hills Cemetery Association for a six-year term to expire on November 1, 2010, or until a successor shall have been qualified and appointed.

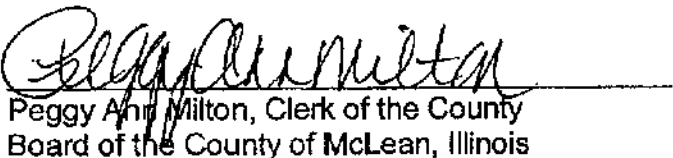
BE IT FURTHER RESOLVED, that the County Clerk forward a certified copy of this resolution of reappointment to Harlan Yoder, and Yoder & Yoder, Attorneys for the Park Lawn Cemetery Association.

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

APPROVED:


Michael F. Sweeney, Chairman
McLean County Board

ATTEST:


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

Members Selzer/Owens moved the County Board approve the Amended Consent Agenda as presented. Clerk Milton shows all Members present voting in favor or the Motion. Motion carried.

EXECUTIVE COMMITTEE:
Member Sorensen, Vice-Chairman, presented the following:

**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.

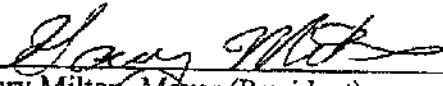
The Village and the County agree that:

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.

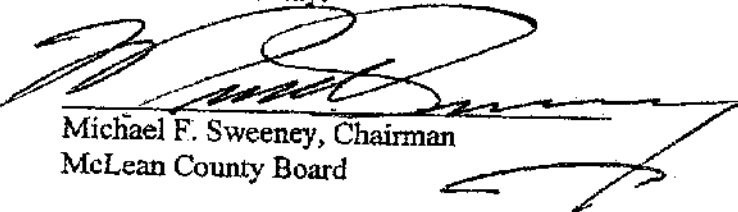
4. This Intergovernmental Agreement is severable, and the validity or unenforceability of any provision of the Agreement, or any part hereof, shall not render the remainder of this Agreement invalid or unenforceable.
5. This Intergovernmental Agreement shall continue in full force and effect commencing 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.

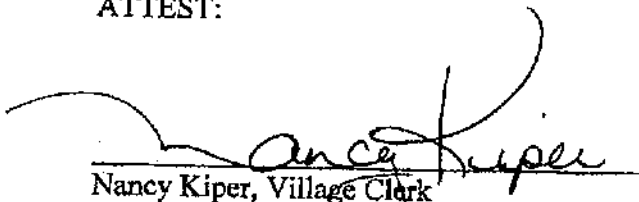
For the Village of Colfax:


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

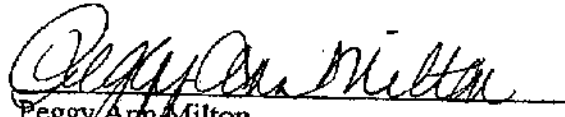
For McLean County:


 Michael F. Sweeney, Chairman
 McLean County Board

ATTEST:


 Nancy Kiper, Village Clerk
 Village of Colfax, Illinois

ATTEST:


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

Members Sorensen/Dean moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the Village of Colfax and McLean County to implement and support an Integrated Justice Information System – Information Services Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the General Report other meeting minutes can be found on pages 22-37 of your packet.

TRANSPORTATION COMMITTEE:

Member Bass, Chairman, presented the following:



**Illinois Department
of Transportation**

**Local Agency Agreement for
Jurisdictional Transfer**

Local Agency No. 1	(Conveyor)	Local Agency No. 2	(Recipient)
Municipality:		Municipality:	City of Bloomington
Township/Road District:		Township/Road District:	
County:	McLean	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 1.897 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 _____



**Illinois Department
of Transportation**

**Local Agency Agreement for
Jurisdictional Transfer**

Local Agency No. 1 (Conveyor)	Local Agency No. 2 (Recipient)
Municipality:	Municipality: City of Bloomington
Township/Road District:	Township/Road District:
County: McLean	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: 32
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.



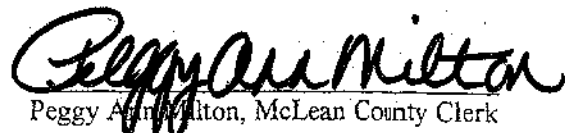
Michael F. Sweeney, Chairman, McLean County Board

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.

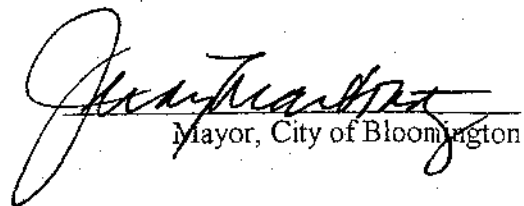
Whereas, the County Board of McLean County and the City of Bloomington entered into an agreement for transfer of jurisdiction of the above locations to the Municipal Street System.

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.

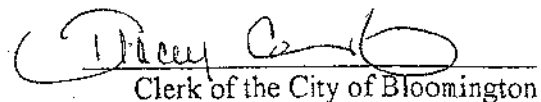
BE IT FURTHER ORDAINED that the City of Bloomington will comply with the attached Intergovernmental Agreement concerning CH 26 and CH 28, Addendum No. 5.

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.

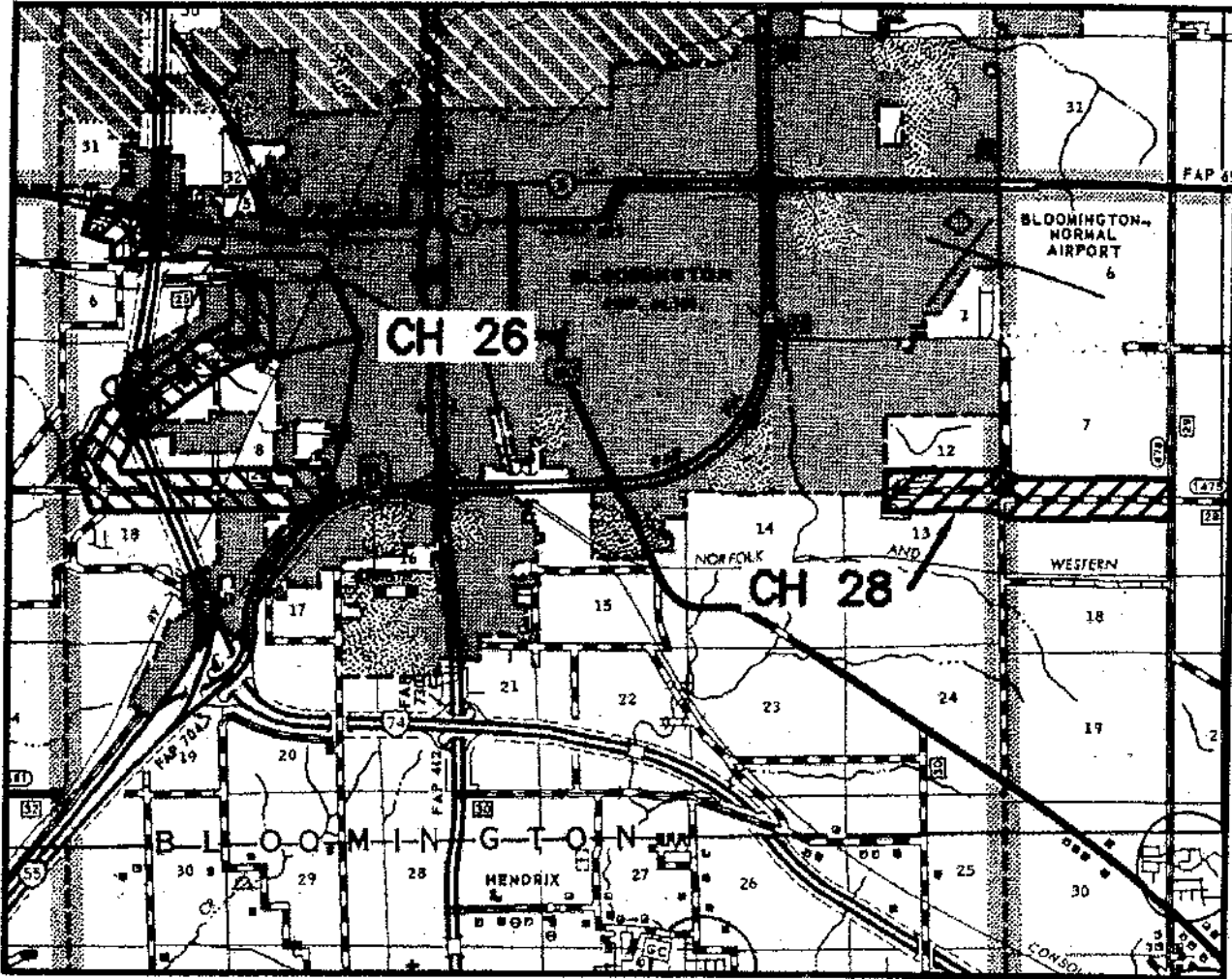
Approved by the City of Bloomington on this 14th day of October, 2004.


Mayor, City of Bloomington

ATTEST:


Clerk of the City of Bloomington

ADDENDUM #3
LOCATION MAP FOR JURISDICTIONAL TRANSFERS
CH 26 INLAND GROVE ROAD
CH 28 8 POINTS ROAD, OAKLAND AVENUE
BLOOMINGTON HEIGHTS ROAD AND EUOLD 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
 JURISIDCTIONAL TRANSFER
 FROM McLEAN COUNTY TO THE CITY OF BLOOMINGTON

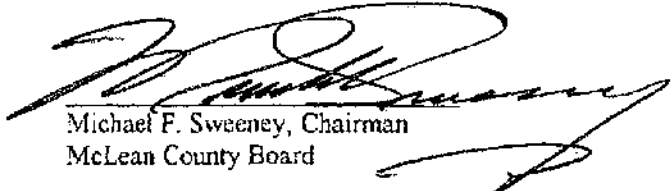
WHEREAS, it is deemed in the best interest of the City of Bloomington and McLean County to transfer the jurisdiction of CH 26, (Six Points Road, Oakland Avenue; Bloomington Heights Road, Euclid Avenue) and CH 28 Ireland Grove Road, from 275 feet East of Dover Road to Towanda Barnes Road from the County 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: Oct 14, 2004

Approved: Oct 19, 2004

Members Bass/Hoselton moved the County Board approve a Request for Approval of Jurisdictional Transfers Agreement with the City of Bloomington – CH 26 and CH 28 (Ireland Grove Road). Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bass stated the following: our General Report is found on pages 45-55.

PROPERTY COMMITTEE:

Member Bostic, Chairman, presented the following:

**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:

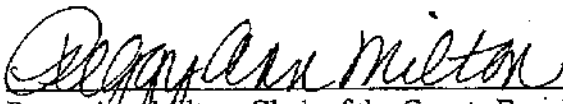
PBC Lease Fund	
PBC Reimbursement	
0161-0115-0115-0768.0001	<u>\$ 114,500.00</u>

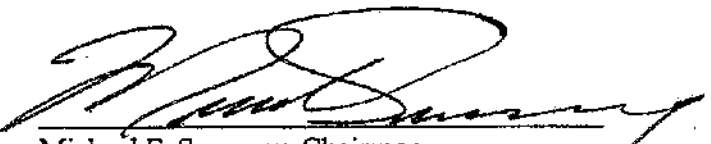
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the Director of Facilities Management.

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

Members Bostic/Cavallini moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Bostic stated the following: our General Report is on pages 58-66.

JUSTICE COMMITTEE:

Member Nuckolls, Vice-Chairman, stated the following:

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 (EY01) 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 EMPLOYEE IDENTIFICATION NUMBER: 27-6001569
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: wyoder@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: wyoder@mclean.gov
PROGRAM CONTACT PERSON: William A. Yoder
TITLE: State's Attorney of McLean County
TELEPHONE: 309-888-5402
FAX: 309-888-5429
EMAIL: wyoder@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.

- 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

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-SUPPLANTATION

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

SECTION 10. REPORTING AND EVALUATION REQUIREMENTS

Unless 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.

*County of McLean on behalf of McLean County State's Attorney's Office
McLean County Domestic Violence Multi-Disciplinary Team Program
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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:

- 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.

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

*County of McLean on behalf of McLean County State's Attorney's Office
McLean County Domestic Violence Multi-Disciplinary Team Program
Agreement #601170*

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



**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)

_____, [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.

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]

[63.]

[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]

66 e

[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. non-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 (CSD) 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

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.
 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.

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

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

Attached Budget Instructions)

VEL	Cost/Mile	# of Miles/mo	# of Months	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
Personnel Staff Mileage*				\$ -	\$ -	\$ -	\$ -
Travel Transportation				\$ -	\$ -	\$ -	\$ -
Conference Travel**	\$ 1,500.00	2	# of days	\$ 3,000.00	\$ -	\$ -	\$ 3,000.00
Airfare				\$ -	\$ -	\$ -	\$ -
Per Diem				\$ -	\$ -	\$ -	\$ -
Printing				\$ -	\$ -	\$ -	\$ -
Other (Specify)				\$ -	\$ -	\$ -	\$ -
Total rate is calculated at \$.36/mile. If agency rate is lower use that lower rate.				\$ 3,000.00	\$ -	\$ -	\$ 3,000.00

Output of State Travel requires prior Authority approval.

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

Attached Budget Instructions)

Travel 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.

	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
GRAND TOTAL				
PERSONNEL SERVICES				
EQUIPMENT	\$ 87,392.00	\$ 31,828.00	\$ 23,251.00	\$ 142,471.00
COMMODITIES	\$ 3,730.00	\$ -		\$ 3,730.00
RAVEL	\$ -	\$ -		\$ -
CONTRACTUAL	\$ 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

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
GOVERNOR

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 Violent 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 Main Street
Quincy, IL 62301
217.223-2221
escholz@mtg.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) 822-7070

Nybakke 811111 Drive Bloomington IL 61701



Child Protection Network
200 W. Front, 5th Floor
Bloomington, Illinois 61701
Phone: 309-888-5656
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 Fenkes
Chairperson
William Yader
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 Dornan
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

Oct. 28, 2003

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

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 ATTORNEY
MCLEAN COUNTY

Joanne Colucci
President
American Express Company

Jane Randel
Vice President
Liz Claiborne Inc.

Beih Johnson
Secretary
State Farm Insurance Companies

Anne C. Crews
Treasurer
Mary Kay Inc.

Dede Thompson Bartlett (Retired)
Philip Morris Companies Inc.

Linda Condit (Retired)
Pennzoil-Quaker State

Mary Anne Denner
Eastman Kodak Company

Catherine L. Hawices
CIGNA

Gwendolyn Puryear Keita, Ph.D.
American Psychological Association

Justice James A. Knecht
Appellate Court of Illinois

Hank Linden
HR Consultants

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

Members Nuckolls/O'Connor moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Nuckolls, Vice-Chairman, stated the following:

**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</u> <u>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
---	---------	--------------	--------------

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)

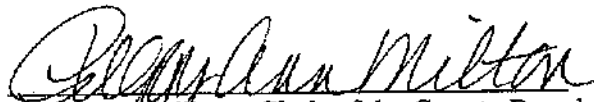
Total: \$ 17,712.00

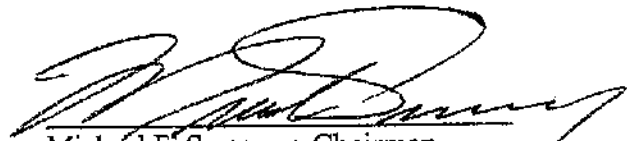
3. That the County Clerk shall provide a certified copy of this ordinance to the County Administrator, County Auditor, County Treasurer, and the State's Attorney.

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

Members Nuckolls/Owens moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2004 Combined Appropriation and Annual Budget Ordinance, General Fund 0001 – State's Attorneys Office 0020 – Domestic Violence Multi-Disciplinary Team Program – ICJIA Grant. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Nuckolls, Vice-Chairman, stated the following:

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 \$75,555

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 EMPLOYER IDENTIFICATION NUMBER: 32-6001569

AUTHORIZED OFFICIAL: Michael E. 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

Job Title	Annual Salary	# Months On Program	% Time On Program	Federal Amount	Match Contribution	Over-Match Contribution	Total Cost
Deputy Sheriff	\$ 40,505.00	12	100%	\$ 40,505.00	\$ -	\$ -	\$ 40,505.00
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	\$ -	\$ -	\$ -	\$ -
Fringe Benefits (Use figure from Fringe Benefit Worksheet)				Total Salary	\$ 102,623.00	\$ 41,887.00	\$ 144,510.00
					\$ 30,175.00	\$ 14,397.00	\$ 48,240.00
				TOTAL PERSONNEL SERVICES	\$ 132,798.00	\$ 45,555.00	\$ 192,750.00

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

See Attached Budget Instructions

CS
 CS

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.

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.

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 this 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)

	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

Members Nuckolls/Ahart moved the County Board approve a Request for 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. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Nuckolls, Vice-Chairman, stated the following:

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:	
<i>Violence Against Women Act (VAWA) Funds</i>	\$ 65,462
<i>Matching Funds</i>	\$ 21,821
<i>Over-Matching Funds</i>	\$ 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 EMPLOYER IDENTIFICATION NUMBER:	37-600-569
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

**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

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.

Budget & Budget Narrative

McLean County Court Services

Agreement# 601174

	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	\$ -	\$ -	\$ -	\$ -
75 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

Members Nuckolls/Ahart moved the County Board approve a Request for 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 Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Nuckolls, Vice-Chairman, stated the following:

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**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC AID
AND THE MCLEAN COUNTY STATE'S ATTORNEY**

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the Department, and the McLean County State's Attorney, hereinafter referred to as the State's Attorney, in consideration of the mutual covenants contained herein, agree as follows:

PART I – SCOPE AND DEFINITIONS

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- A. This Intergovernmental Agreement applies to IV-D matters only unless otherwise specifically provided.
 - B. The term "IV-D" is defined as set forth in 89 Illinois Administrative Code 160.10(a).
 - C. The term "non IV-D" is defined as that which pertains to any support matter other than IV-D as defined in **Part I, Section B.**
 - D. The term "TANF" is defined as Temporary Assistance for Needy Families.
 - E. The term "NA" is defined as Non-Assistance and applies to a IV-D case not receiving TANF.

PART II – PARTIES' OBLIGATIONS

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- A. **Joint Obligations.** The parties agree:
 - 1. That the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
 - a. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
 - b. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.
 - c. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.

27 d. The Department's Child Support Enforcement Manual.

28 e. Title IV-D Action Transmittals issued by the Federal Office of Child Support
29 Enforcement.

30 f. Department letters and memoranda prescribing or interpreting IV-D policy and
31 procedures.

32 2. To use all reasonable diligence in performing the duties undertaken in this Agreement.

33 **B. Department's Obligations.** The Department agrees:

34 1. To refer or cause to be referred to the State's Attorney IV-D matters involving the
35 establishment of parentage and the establishment, modification, enforcement and collection
36 of child support obligations.

37 2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules,
38 regulations, policy and procedures affecting the handling of IV-D cases by the State's
39 Attorney within five (5) business days after receiving said changes and amendments.

40 3. To provide assistance to the State's Attorney for initial interview of custodial and
41 non-custodial parents and preparation of pleadings, including a determination of arrearages
42 owed, as reflected in Department, State Disbursement Unit and court payment records.

43 4. To review all cases referred to the State's Attorney to insure that information is both
44 pertinent and accurate and that documents are complete.

45 5. To make available to the State's Attorney the services of its State Parent Locator Service.

46 6. To provide access to IV-D case records of the Department for use by the State's Attorney
47 in performing its duties under this Agreement.

48 7. To inform the State's Attorney, within time periods required by Federal regulations or
49 Department policy, of any change in the status or composition of a IV-D case which would
50 affect handling of the case by the State's Attorney.

51 8. To monitor on a monthly basis the State's Attorney's performance of and compliance with
52 the duties undertaken in this Agreement.

53 9. To provide training to Department or State's Attorney staff on specific issues of mutual
54 concern.

55 10. To furnish, at the request of the State's Attorney, available assistance, information and
56 documents needed by the State's Attorney in order to verify payments, amount of
57 collections, or reduction of claims.

58 **C. State's Attorney's Obligations.** The State's Attorney agrees:

- 59 1. To accept for handling all IV-D matters, as defined in **Part I, Section B.** of this Agreement,
60 and to perform and comply with the duties set forth in the Appendices, attached hereto and
61 made a part hereof.
- 62 2. To provide initial and ongoing training to newly assigned and existing State's Attorney staff
63 necessary to carry out the responsibilities of this Agreement, including, but not limited to
64 IV-D policy and procedure, Key Information Delivery System (KIDS), statutory provisions
65 and case decisions relating to child support and any other matters mutually agreed upon by
66 the parties. The State's Attorney will provide to the Department a current copy of all
67 training packets and modules.
- 68 3. To maintain and provide to the Department and the Office of the Illinois Attorney General
69 a copy of the State's Attorney's policy and procedure manual, if any, covering all IV-D
70 activities and functions. Updates, corrections or changes affecting IV-D procedure will be
71 submitted to the Department five (5) business days prior to their occurrence.
- 72 4. To submit monthly reports and any other reports required by the Department, the format and
73 content of which shall be as specified by the Department after consultation with the State's
74 Attorney, and any report required by the Federal Office of Child Support Enforcement.
- 75 5. To report to the Department, within five (5) business days any information obtained which
76 may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D
77 services.
- 78 6. That when handling any case referrals made by the Department under this Agreement, the
79 attorneys employed by the Office of the State's Attorney represent the Department
80 exclusively, and they do not represent the custodial parent, non-custodial parent or any party
81 to the action other than the Department.
- 82 a. If the State's Attorney's Office has previously prosecuted for a felony offense a custodial
83 parent, non-custodial parent or a child for whom a support order was pursued, it may
84 forward the referral to the Attorney General's Office for the purpose of representing the
85 Department on said specific referral.
- 86 b. If the State's Attorney, in his or her private practice, has previously represented one of
87 the parties in the matter referred to the State's Attorney's Office, the State's Attorney's
88 Office may forward the referral to the Attorney General's Office for the purpose of
89 representing the Department on said referral.
- 90 c. If the State's Attorney's Office determines that there is any other ethical bar to handling
91 a legal action referral (LAR), it shall appoint a Special Assistant State's Attorney for the
92 purpose of representing the Department on said referral.
- 93 7. That the State's Attorney's Office understands that the Attorney General is the legal
94 representative for the Department with regard to all appellate proceedings involving Title
95 IV-D cases.

PART III — FUNDING

A. Budget and Inventory.

- 96
- 97 1. The State's Attorney's budget (**Appendix B., Part 1**) and Personnel Services Detail
98 (**Appendix B., Part 2**) and operational plan (**Appendix A.**), as approved by the
99 Department, are set forth in the Appendices, attached hereto and made a part hereof. The
100 Maximum amount available under this Agreement shall not exceed \$297,670.
- 101 2. The budget and expenditure reports will be reviewed by the Department at such times as the
102 Department or the State's Attorney deem appropriate. Should the Department determine as
103 a result of such review(s) that an overpayment or underpayment has been made, the matter
104 shall be rectified by separate payment by the appropriate party or by adjustment to future
105 periodic payments owed by the Department.
- 106 3. The State's Attorney shall establish, maintain and update complete inventory lists of all
107 equipment purchased and received with contract funds. Lists shall be kept separately for
108 Electronic Data Processing (EDP) equipment and for other equipment and shall include all
109 existing equipment which had been previously purchased with contract funds and all
110 equipment purchased and received with contract funds during the period of this Agreement.
111 The State's Attorney must conduct an annual inventory and submit a detailed report of
112 equipment and furniture to the Department's contract monitor. This report must list
113 information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party
114 attesting to the accuracy and completeness of the report. This report must list at a minimum
115 the following information:
116 a. Description
117 b. Manufacturer's serial number, model number, Federal stock number, national stock
118 number or other identification number
119 c. Acquisition date
120 d. Location and condition of equipment and date information was reported
121 e. Unit acquisition cost

122 The State's Attorney shall submit this report no later than December 31, 2004 to:

123 Illinois Department of Public Aid
124 Division of Child Support Enforcement
125 Attn: Yvette Perez-Trevino, Contract Manager
126 32 W. Randolph Street, Room 1600
127 Chicago, Illinois 60601

- 128 4. In accordance with the provisions of 45 CFR 95.705, 44 Il Adm. Code 5010.660 and other
129 State and Federal law and regulations, the State's Attorney shall transfer to the Department,
130 upon the request of the Department, all equipment purchased under the terms of this or any
131 preceding Agreement between the parties, if this Agreement is terminated or if said

132 equipment is no longer needed by the State's Attorney to perform its duties under this
133 Agreement.

- 134 5. The provisions of 45 CFR 74.27 will govern computing direct and indirect costs, if
135 applicable, for purposes of developing the State's Attorney's budget and any revisions
136 thereto, and computing the amount of direct and any applicable indirect costs payable under
137 this Agreement.
- 138 6. The budget shown in **Appendix B.** results from certain assumptions, including but not
139 limited to salary increases as passed by County Board resolutions, regarding State's
140 Attorney cost rates. Should actual rates vary from the assumptions, the Department and the
141 State's Attorney may negotiate an amended budget.

142 **B. Funding and Payment.**

- 143 1. The Department will arrange for funding, during the period covered by this Agreement, in
144 accordance with existing federal regulations, to reimburse the State's Attorney for direct and
145 any applicable indirect costs, subject to Federal Financial Participation (FFP), incurred by
146 the State's Attorney in performing the duties undertaken in this Agreement. Such costs are
147 denoted in the budget incorporated into this Agreement as **Appendix B.** The Department
148 will reimburse the State's Attorney for monthly expenditures, as adjusted in accordance
149 with federal regulations.
- 150 2. All funds under the terms of this Intergovernmental Agreement are to be used for the
151 express purpose of Title IV-D child support enforcement efforts.
- 152 3. The parties will make final determination of the necessary costs incurred under this
153 Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of
154 the close of business on the date of termination of this Agreement from expenditures
155 submitted by the State's Attorney. The Department will reimburse the State's Attorney for
156 any underpayment of such finally determined costs under **Part III, Section B.1.**, and the
157 State's Attorney will reimburse the Department for any overpayment under **Part III,**
158 **Section B.1.**, within sixty (60) calendar days after such determination.
- 159 4. Payments made by the Department pursuant to **Part III, Section B.1.** shall constitute full
160 payment owed to the State's Attorney by the Department or the IV-D client under Federal
161 or State law for the duties performed by the State's Attorney under this Agreement. The
162 State's Attorney will not seek any additional payment from the Department or the IV-D
163 client for the performance of these duties.
- 164 5. The State's Attorney will be solely responsible and liable for all expenditure disallowances
165 resulting from the State's Attorney's actions as set forth in any audit by the federal Office
166 of Child Support Enforcement or by the Department. The State's Attorney will reimburse
167 the Department for the amount of any such disallowance; provided however, the
168 Department shall be required to give the State's Attorney timely notice of any such
169 disallowances and an opportunity to rebut any question of the State's Attorney's liability.
170 The State's Attorney, however, shall not be held liable for any disallowances concerning

171 expenditures the State's Attorney undertook at the request of, or with the written approval
172 of, the Department.

- 173 6. All expenditure reports and revisions to expenditure reports for the period July 1, , 2004
174 through June 30, 2005, must be received by the Department no later than August 10, 2005,
175 in order to ensure payment under this Agreement. Failure by the State's Attorney to present
176 such reports prior to the August 10, 2005, deadline may require the State's Attorney to seek
177 payment for such expenditures through the Illinois Court of Claims and the General
178 Assembly.
- 179 7. The amount of indirect costs allowable under this Agreement is the amount reflected on
180 **Appendix B.**

181 **C. Reimbursement, Records and Reporting.**

- 182 1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely
183 receipt of expenditure reports by the Department as described in **Part III, Sections C.2. and**
184 **C.3.**, and upon the availability of Federal and State funds.
- 185 2. The State's Attorney will submit to the Department reports of actual expenditures ten (10)
186 business days following the month of such expenditures. Any transfers of funds between
187 budget line items will be specified. The Department will authorize payment to the State's
188 Attorney within thirty (30) calendar days after receipt of complete, accurate and valid
189 expenditure reports with appropriate documentation. Reports shall be mailed to:
- 190 Illinois Department of Public Aid
191 Division of Finance and Budget
192 Contract & Expenditure Processing Unit
193 509 S. 6th Street, 3rd Floor
194 Springfield, Illinois 62701
- 195 3. The State's Attorney agrees to maintain and submit to the Department records, including
196 but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total
197 time expended each month by State's Attorney staff filling positions indicated in **Appendix**
198 **B.**, and the purpose for which any non-personnel funds were expended under this
199 Agreement. For purposes of amounts reimbursable under **Part III, Section B.1.**, only those
200 expenses or portions thereof stated in **Appendix B.** are reimbursable. For non-personnel
201 items, the State's Attorney agrees to provide proofs of payments, in the form of canceled
202 checks, vendor invoices (stating paid in full) or any other proof that payment has been made.
203 The State's Attorney agrees to provide time sheets for any temporary employees or
204 contractual employees hired by the State's Attorney to fulfill the duties of this Agreement.
- 205 4. The State's Attorney agrees to comply with the Federal Office of Management and Budget
206 (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations)
207 concerning single audits. Local Governments that expend \$300,000 or more a year in
208 Federal financial assistance must have an audit performed in accordance with the Federal
209 OMB Circular A-133. Such audit report (s), if required, should be completed within nine

210 (9) months following the end of the County's fiscal year. The State's Attorney must submit
211 one (1) copy of any required audit within thirty (30) calendar days after receipt of the
212 auditor's report(s). Copies of the auditor's report(s) shall be sent to:

213 Illinois Department of Public Aid
214 Thomas Meirink
215 Office of State Purchasing Officer
216 201 South Grand Ave., East - 2nd Floor
217 Springfield, Illinois 62763

218 5. Prior written approval from the Department's Contract Manager must be secured by the
219 State's Attorney in order to receive reimbursement for the following:

- 220 a. The cost of new or additional leases or rental agreements for either real or personal
221 property.
- 222 b. The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of
223 price, any camera or calculator requires written approval from the Department, prior to
224 purchase, which approval shall not be unreasonably withheld. Department shall provide
225 a written response within ten (10) business days for Electronic Data Processing (EDP)
226 equipment and three (3) business days for all other equipment after receiving said
227 request. Any equipment purchased during the terms of this Agreement, if approved by
228 the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the
229 period acquired. Equipment purchased and approved by the Department under the terms
230 of this Agreement having a unit acquisition cost of more than \$25,000 shall be
231 depreciated in equal amounts over a five-year period, at the discretion of the Department.

232 6. The onsite State's Attorney contact name and phone number for equipment and furniture
233 inventory is:

234 Name: Todd C. Miller

235 Phone Number: (309) 888-5961

236 7. The Department shall be responsible for maintaining software provided directly by the
237 Department. The State's Attorney shall contact the following local LAN Coordinator
238 regarding maintenance related for this software:

239 Name: Kristie Whitlow

240 Phone Number: 309-686-7805

241 8. The State's Attorney shall be responsible for obtaining hardware, software and office
242 equipment maintenance agreements, excluding software purchased by the Department as
243 set forth in **Part III, Section C.7.**, and for purchasing supplies, i.e., paper, toner, ink
244 cartridges, cleaning kits, etc.) for all equipment under this or any Agreement between the

245 parties . All purchases made in regards to this **Part III, Section C.8** are reimbursable up to
246 the limit of the budget amount found in **Appendix B** of this Agreement.

- 247 9. Each local State's Attorney Office will be connected to the DPA KIDS system via a DPA
248 provided Child Support data circuit installed to the County facility. The State's Attorney
249 Office will work with DPA technical staff to establish this connectivity in the most cost
250 effective manner possible for the taxpayers of Illinois. As technology changes are made by
251 DPA and the State of Illinois that allow more cost effective connectivity solutions, the
252 States' Attorney Office will work with DPA technical staff to allow these solutions to be
253 used for DPA provided connections at the State's Attorney's Office.

PART IV – COMPLIANCE

- 254 A. If the Department determines that the State's Attorney's attempt to comply with one or more
255 provisions of this Agreement is unacceptable, the State's Attorney will develop and submit to
256 the Contract Manager or her designee a written plan for corrective action by mutual agreement
257 with the Department. A corrective action plan must detail the steps to be taken to bring
258 provision(s) into compliance and an estimate as to when compliance will be achieved. Upon
259 receipt of the Department's request for a corrective action plan, the State's Attorney has thirty
260 (30) calendar days to provide a written plan to the Department.
- 261 B. The State's Attorney agrees to take all prescribed steps and actions to comply with the
262 requirements of any corrective action plan agreed upon by the parties.

PART V – TERMS, CONDITIONS & CERTIFICATIONS

- 263 A. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:
- 264 1. Provisions apply to successive events and transactions;
- 265 2. "Or" is not exclusive;
- 266 3. References to statutes and rules include subsequent amendments and successors thereto;

- 267 4. The various headings of this Agreement are provided for convenience only and shall not
268 affect the meaning or interpretation of this Agreement or any provision hereof;
- 269 5. If any payment or delivery hereunder shall be due on any day which is not a business day,
270 such payment or delivery shall be made on the next succeeding business day;
- 271 6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through
272 Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time,
273 excluding state holidays;
- 274 7. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female
275 gender (e.g., "she", "her"), and vice versa;
- 276 8. Words in the plural which should be singular by context shall be so read, and vice versa;
277 and
- 278 9. The Illinois Department of Public Aid shall mean the Illinois Department of Public Aid or
279 any successor agency charged with administering child support enforcement or medical
280 assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

281 **B. Term and Scope of Agreement.**

- 282 1. **Term.** This Agreement shall be effective on July 1, 2004, and shall continue through June
283 30, 2005 unless the Agreement is otherwise terminated as set forth in **Part V, Section C.**
- 284 2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing
285 written notification of such intent, with the time period of coverage and contract amount for
286 such renewal specified in the written notice. In no event shall the renewal terms and the
287 initial term of the Agreement exceed three (3) years.
- 288 3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the
289 applicable Department's Administrative Rules, shall constitute the entire present Agreement
290 between the parties. This Agreement constitutes a total integration of all rights, benefits and
291 obligations of the parties, and there exist no other agreements or understandings, oral or
292 otherwise, that bind any of the parties regarding the subject matter of this Agreement. This
293 Agreement supersedes and revokes any prior Agreement between the parties as to the
294 subject matter of this Agreement.

295 **C. Termination of Agreement.**

- 296 1. **Availability of Funds.** This Agreement is subject to the availability of Department
297 appropriation and the availability of Federal funds for the purpose outlined in the
298 Agreement. The Department's obligations hereunder shall be subject to automatic
299 termination as provided in this **Part V, Section C.** in any year for which the General
300 Assembly of the State of Illinois or Federal funding source(s) fails to make an appropriation
301 or reappropriation to pay such obligations. The Department shall provide notice to the

302 County of the cessation of funding and termination of this Agreement under this section
303 within five (5) calendar days after the Department receives notice that its funding will cease.

- 304 2. **Termination Without Cause.** This Agreement may be terminated by the Department or
305 by the State's Attorney without cause upon thirty (30) days' written notice to the other party.
306 The State's Attorney, the Department and the Office of the Illinois Attorney General will
307 all cooperate with each other to create and implement a plan for transition of child support
308 enforcement services. Upon termination, the State's Attorney shall be paid for work
309 satisfactorily completed prior to the date of termination.
- 310 3. **Notice of Change in Circumstances.** In the event the State's Attorney becomes a party to
311 any litigation, investigation or transaction that may reasonably be considered to have a
312 material impact on the State's Attorney's ability to perform under this Agreement, the
313 State's Attorney will immediately notify the Department in writing.
- 314 4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this
315 Agreement or to exercise any right or privilege hereunder shall not be construed as a
316 continuing or future waiver of such term, condition, right or privilege.
- 317 5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by
318 the Department for any of the following reasons. The State's Attorney, the Department and
319 the Office of the Illinois Attorney General will all cooperate with each other to create and
320 implement a plan for transition of child support enforcement services.
- 321 a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
 - 322 b. If the State's Attorney breaches any of the representations, warranties or covenants set
323 forth in **Part V, Section G.** of this Agreement;
 - 324 c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a
325 law so as to prohibit the continuance of this Agreement or the child support enforcement
326 program;
 - 327 d. Upon the State's Attorney's refusal to amend this Agreement pursuant to **Part V, Section**
328 **F.2.** of this Agreement; or
 - 329 e. If an extraordinary event beyond the control of the State's Attorney such as destruction
330 of the facility by fire, flood or another act of God, prevents the State's Attorney from
331 fulfilling their obligations under this Agreement.

332 **D. Contract Management and Notices.**

- 333 1. **Contract Management.** The Department shall designate a Contract Manager who will
334 facilitate communication between the State's Attorney and various administrative units
335 within the Department. All communications from the State's Attorney to the Department
336 pertaining to this Agreement are to be directed to the Contract Manager at the address and
337 telephone number set forth herein.

339 Illinois Department of Public Aid
340 Division of Child Support Enforcement
341 Attn: Yvette Perez-Trevino, Contract Manager
342 32 W. Randolph Street, Room 1600
343 Chicago, Illinois 60601
344 Telephone: 312-793-3846

345 2. Notices.

- 346 a. All telephonic communications between the parties shall be made to the telephone
347 number(s) set forth below. All written notices, requests and communications, unless
348 specifically required to be given by a specific method, may be: (1) delivered in person,
349 obtaining a signature indicating successful delivery; (2) sent by a recognized overnight
350 delivery service, obtaining a signature indicating successful delivery; (3) sent by certified
351 mail, obtaining a signature indicating successful delivery; or (4) transmitted by
352 telefacsimile, producing a document indicating the date and time of successful
353 transmission, to the address or telefacsimile number set forth below. Either party may at
354 any time give notice in writing to the other party of a change of name, address, or
355 telephone or telefacsimile number.

356 Department: Barry S. Maram, Director
357 Illinois Department of Public Aid
358 201 South Grand Avenue East
359 Springfield, Illinois 62763

360 State's Attorney: William A. Yoder
361 McLean County State's Attorney
362 104 W. Front Street, Room 605
363 Bloomington, Illinois 61702-2400

364 Remittance Address: McLean County State's Attorney
365 P.O. Box 2400
366 Bloomington, Illinois 61702-2400

- 367 b. All telephonic communications required or desired to be given either party to this
368 Agreement to the other party, shall be directed as follows:

369 Department: Lonnie Nasatir
370 Telephone: (312) 793-2964
371 Fax: (312) 793-5681

372 State's Attorney: William A. Yoder
373 Telephone: (309) 888-5400
374 Fax: (309) 888-5429

375 E. **Payment.**

- 376 1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this
377 Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement
378 results in the withholding of Federal funds from the State, the Department will withhold and
379 retain an equivalent amount from payment(s) to the State's Attorney until such Federal
380 funds are released to the State, at which time the Department will release to the State's
381 Attorney the equivalent withheld funds.
- 382 2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or
383 suspended in accordance with **Part V, Section F.4.**
- 384 3. **Computational Error.** The Department reserves the right to correct any mathematical or
385 computational error in payment subtotals or total contractual obligation. The Department
386 will notify the State's Attorney of any such corrections.
- 387 4. **Travel.** Payment for travel expenses as provided in **Part III, Section C.5.c.** will be made
388 by the Department under this Agreement subject to the rules promulgated by the Illinois
389 Travel Requirements Council and approved by the Governor's Travel Control Board.

390 F. **General Terms.**

- 391 1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply
392 with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes
393 and regulations of Federal, State, County and local governmental agencies which in any
394 manner affect the terms of this Agreement.
- 395 2. **Amendments.**
- 396 a. This Agreement may be amended or modified by the mutual consent of the parties at any
397 time during its term. Amendments to this Agreement must be in writing and signed by
398 the parties. No change in, addition to, or waiver of any term or condition of this
399 Agreement shall be binding on the Department unless approved in writing by an
400 authorized representative of the Department.
- 401 b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department
402 and receipt of a proposed amendment to this Agreement, amend this Agreement, if and
403 when required, in the opinion of the Department, to comply with Federal or State laws
404 or regulations, and upon the interpretation and advice of appropriate federal agency or
405 agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign
406 such amendment within fifteen (15) business days after receipt, this Agreement shall
407 terminate as provided in **Part V, Section C.**
- 408 3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement
409 without the other party's prior written consent.
- 410 4. **Audits and Records.**

411 a. **Right of Audit.** This Agreement, and all books, records, and supporting documents
412 related thereto, shall be available for review or audit by State and Federal officials,
413 including but not limited to the Department and its representatives, the Department of
414 Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit,
415 Federal auditors and the Illinois Auditor General, and the State's Attorney agrees to
416 cooperate fully with any such review or audit. Upon reasonable notice by any authority,
417 the State's Attorney shall provide, in Illinois, or any other location designated by the
418 authority, during normal business hours, full and complete access to the relevant portions
419 of the State's Attorney's books and billing records as they relate to payments under this
420 Agreement. If the audit findings indicate overpayment(s) to the State's Attorney, the
421 Department shall adjust future or final payments otherwise due to the State's Attorney.
422 If no payments are due and owing to the State's Attorney, or if the overpayment(s)
423 exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall
424 immediately refund all amounts which may be due to the Department.

425 b. **Retention of Records.** The State's Attorney shall maintain all business, professional,
426 and other records in accordance with State law, the specific terms and conditions of this
427 Agreement, and pursuant to generally accepted accounting practice. The State's Attorney
428 shall maintain, during the pendency of the Agreement and for a minimum of five (5)
429 years after the completion of the Agreement, adequate books, records, and supporting
430 documents to verify the amounts, recipients, and uses of all disbursements of funds
431 passing in conjunction with the Agreement. If an audit, litigation, or other action
432 involving the records is begun before the end of the five-year period, the records must
433 be retained until all issues arising out of the action are resolved. Failure to maintain the
434 books, records, and supporting documents required by this **Part V, Section F.4.** shall
435 establish a presumption in favor of the Department for the recovery of any funds paid by
436 the Department under the Agreement for which adequate books, records, and other
437 documents are not available to support the purported disbursement.

438 **5. Choice of Law and Dispute Resolution.**

439 a. **Choice of Law.** This Agreement shall be governed by and construed according to the
440 laws and administrative rules of the State of Illinois. Any claim against the State arising
441 out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if
442 jurisdiction is not accepted by that court, with the appropriate State or Federal court
443 located in Sangamon County, Illinois.

444 b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a
445 dispute as to the meaning of a requirement solely included as a result of a Federal
446 regulation applicable to or referred to in this Agreement, the Department will request an
447 interpretation from the appropriate Federal agency or agencies, and that interpretation
448 will be adopted by the Department and the State's Attorney.

449 **6. Confidentiality.**

450 a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality
451 of information provided by the other party, or to which the receiving party obtains access
452 by virtue of its performance under this Agreement, that either has been reasonably
453 identified as confidential by the disclosing party or by its nature warrants confidential

454 treatment. The receiving party shall use such information only for the purpose of this
455 Agreement and shall not disclose it to anyone except those of its employees who need
456 to know the information. These nondisclosure obligations shall not apply to information
457 that is or becomes public through no breach of this Agreement, that is received from a
458 third party free to disclose it, that is independently developed by the receiving party, or
459 that is required by law to be disclosed. Confidential information shall be returned to the
460 disclosing party upon request.

461 **b. Confidentiality of Program Recipient Identification.** The State's Attorney shall
462 ensure that all information, records, data, and data elements pertaining to applicants for
463 and recipients of public assistance, or to providers, facilities, and associations, shall be
464 protected from unauthorized disclosure by the State's Attorney and its employees and by
465 the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9,
466 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21. To the extent that the
467 State's Attorney, in the course of performing this Agreement, serves as a business
468 associate of the Department, as "business associate" is defined in the HIPAA Privacy
469 Rule (45 CFR 160.103), the State's Attorney shall assist the Department in responding
470 to the client as provided in the HIPAA Privacy Rule, and shall maintain for a period of
471 six (6) years any records relevant to a client's eligibility for services under the
472 Department's medical programs.

473 **7. Disputes Between State's Attorney and Other Parties.** All disputes between the State's
474 Attorney and any subcontractor retained by the State's Attorney shall be solely between
475 such subcontractor and the State's Attorney, and the Department shall be held harmless by
476 the State's Attorney.

477 **8. Gifts.** The State's Attorney is prohibited from giving gifts to Department employees. The
478 State's Attorney and its principals, employees, and subcontractors are prohibited from
479 giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement
480 with the Department involving duties or obligations related to this Agreement.

481 **9. Relationship of the Parties.** For all purposes and services set forth and described in this
482 Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent,
483 principal, employer or employee of the other. Nothing in this provision is intended to
484 abrogate any rights the State's Attorney may have under the State Employees
485 Indemnification Act. Solely for the purposes of services performed under this Agreement,
486 the State's Attorney and its employees shall perform in the role of independent contractors
487 of the Department. The State's Attorney shall be responsible for payment of all
488 compensation, including pension benefits due to any person employed by State's Attorney.
489 State's Attorney employees providing services under this Agreement shall not be entitled
490 to claim or receive any employment benefits from the Department. None of the employees
491 of the parties hereto shall be entitled to the benefits provided to employees of the other
492 solely by virtue of this Agreement. Payment by the Department into any State's Attorney
493 employee welfare plan as part of the compensation arrangement for services rendered
494 hereunder, as set forth in Appendix B, shall not be construed to create an employment
495 relationship between the State's Attorney employee or the State's Attorney and the
496 Department. Each party shall be responsible for the reporting of, and compliance with,
497 applicable local, State and Federal laws, including taxes and social security to the extent

498 applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed
499 to prevent either the Department or the State's Attorney from pursuing any cause of action
500 available under law, including pursuit of specific performance or damages.

501 10. **Media Relations and Public Information.** The parties will cooperate in connection with
502 media inquiries, campaigns or initiatives involving the Agreement. The State's Attorney
503 shall consult with the Department's Office of Communication upon receiving inquiries
504 regarding the Title IV-D Program.

505 11. **Nondiscrimination.** The State's Attorney shall abide by all applicable Federal and State
506 laws, regulations and orders which prohibit discrimination because of race, creed, color,
507 religion, sex, national origin, ancestry, age, or physical or mental disability,. The State's
508 Attorney further agrees to take affirmative action to ensure that no unlawful discrimination
509 is committed in any manner, including, but not limited to, in the delivery of services under
510 this Agreement.

511 12. **Ownership of Work Product.** Any and all work product, including, but not limited to,
512 reports, written documents, computer programs, electronic data bases, electronic data
513 processing documentation and source materials collected, purchased, or developed under
514 this Agreement shall remain the exclusive property of the Department. There shall be no
515 dissemination, publication or copyrighting of any work product or data or of any writing
516 based upon or prepared as a result of any work product or work performed under this
517 Agreement without prior written consent of the Department. The State's Attorney
518 acknowledges that the Department is under no obligation to give consent and that the
519 Department may, if it gives consent, subject that consent to such additional terms and
520 conditions as the Department may require. With the written consent of the Department, the
521 State's Attorney may retain copies of the work product for its own use, provided that all
522 laws, rules and regulations pertaining to the maintenance of confidentiality are observed.

523 13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment
524 with funds received under this Agreement without having obtained the Department's prior
525 approval. For purposes of this Article, "equipment" shall include any product, tangible and
526 non-tangible, used solely in the State's Attorney's performance under this Agreement and
527 an acquisition cost of at least \$100. The State's Attorney acknowledges that the Department
528 is under no obligation to give consent and that the Department may, if it gives consent,
529 subject that consent to such additional terms and conditions as the Department may require.
530 The Department shall have the right to require transfer of any such purchase to the
531 Department, including transfer of title. In the event of termination of this Agreement, the
532 Department has the right of first refusal for all property purchased under this or any prior
533 agreements. Should the State's Attorney decide to dispose of or transfer any equipment
534 purchased under this or any prior agreements, the Department has the right of first refusal.

535 14. **Severability.** In the event that any provision, term or condition of this Agreement is
536 declared void, unenforceable, or against public policy, then said provision, term or condition
537 shall be construed as though it did not exist and shall not affect the remaining provisions,
538 terms, or conditions of this Agreement.

539 15. **Sexual Harassment.** The State's Attorney shall comply with the terms of 775 ILCS
540 5/2-105.

541 16. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1)
542 year after its termination, the State's Attorney and the Department agree that they will not
543 solicit for employment or employ, either as an employee or an independent contractor, any
544 person who is or has been employed by the other in a managerial or policy-making role
545 regarding this Agreement within the previous twelve (12) months, except with written
546 notice to the other. The State's Attorney shall immediately notify the Department's Ethics
547 Officer in writing if the State's Attorney solicits or intends to solicit for employment any
548 of the Department's employees during the term of this Agreement. The Department will be
549 responsible for keeping the State's Attorney informed as to the name and address of the
550 Ethics Officer. Should an employee of the State's Attorney take and pass all required
551 employment examinations and meet all relevant employment qualifications, the Department
552 may employ that individual and no breach of this Agreement shall have occurred.

553 17. **Subcontracts.**

- 554 a. If the State's Attorney will utilize the services of a subcontractor in its performance under
555 this Agreement, the State's Attorney shall so state in an attachment to this Agreement
556 and list in that attachment the names and addresses of each subcontractor that will be
557 used and the expected amount of money each subcontractor will receive.
- 558 b. If the State's Attorney adds or changes any subcontractor during the term of this
559 Agreement, the State's Attorney shall promptly notify the Department and the Illinois
560 Department of Central Management Services in writing of the names, addresses and
561 expected amount of money each new or replaced subcontractor will receive.
- 562 c. All subcontracts must be in writing and must be reviewed and approved by the
563 Department prior to execution. All subcontractors are subject to all terms of this
564 Agreement. The State's Attorney shall remain responsible for the performance of all
565 subcontractors.

566 18. **Survival of Obligations.** Those obligations under this Agreement which by their nature are
567 intended to continue beyond the termination or expiration of this Agreement shall survive
568 the termination or expiration of this Agreement.

569 **G. State's Attorney Certifications.**

570 1. **General Warranties of State's Attorney.**

571 a. The State's Attorney warrants to the Department that:

- 572 i. The services and deliverable products herein required to be performed or provided
573 will be completed in a good, professional manner;
- 574 ii. The person executing this Agreement on behalf of the State's Attorney is duly
575 authorized to execute the Agreement and bind the State's Attorney to all terms and
576 conditions hereunder; and

577 iii. For a period of ninety (90) days after completion of all services and deliverable
578 products provided for under this Agreement and any subsequent related Agreement,
579 and acceptance of the same by the Department, any defects or problems found in
580 the work performed or submitted by the State's Attorney will be expeditiously
581 corrected by the State's Attorney without additional charge to the Department.

582 b. Violation of any of these warranties by the State's Attorney shall subject this Agreement
583 to automatic termination pursuant to **Part V, Section C.**

- 584 2. **Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not
585 barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS
586 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable
587 thing to any Person to induce that Person not to bid on a State contract or to recompense that
588 Person for not having bid on a State contract.
- 589 3. **Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract
590 or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).
- 591 4. **Clean Air Act and Clean Water Act.** If this Agreement is for an amount greater than
592 \$100,000.00, the State's Attorney certifies that it is in compliance with all applicable
593 standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C.
594 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*).
595 Violations shall be reported to the U.S. Department of Health and Human Services and the
596 appropriate Regional Office of the U.S. Environmental Protection Agency.
- 597 5. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting
598 with the Department on any of the bases provided in Section 50-13 of the Illinois
599 Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither
600 has nor shall acquire any interest, public or private, direct or indirect, which may conflict
601 in any manner with its performance under this Agreement, and that it shall not employ any
602 person having such an interest in connection with its performance under the Agreement. The
603 State's Attorney shall be under a continuing obligation to disclose any conflicts to the
604 Department, which shall, in its sole good faith discretion, determine whether such conflict
605 is cause for the termination of the Agreement.
- 606 6. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached
607 State of Illinois Drug Free Workplace Certification.
- 608 7. **Licenses and Certificates.** The State's Attorney certifies that its employees and
609 subcontractors who will perform services under this Agreement possess all certificates or
610 licenses, including professional, necessary to perform the duties and obligations under this
611 Contract; that any certificates or licenses are currently in good standing with the certifying
612 or licensing entity or entities; and that any certificates or licenses will continue to be
613 maintained in good standing.

614 8. **Lobbying.** If this Agreement is for an amount greater than \$100,000.00:

- 615 a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally
616 appropriated funds have been paid or will be paid by or on behalf of the State's Attorney,
617 to any person for influencing or attempting to influence an officer or employee of any
618 agency, a Member of Congress, an officer or employee of Congress, or an employee of
619 a Member of Congress in connection with the awarding of any Federal contract, the
620 making of any Federal loan or grant, or the entering into of any cooperative agreement,
621 or the extension, continuation, renewal, amendment, or modification of any Federal
622 contract, grant, loan or cooperative agreement.
- 623 b. If any funds other than Federally appropriated funds have been paid or will be paid to any
624 person for influencing or attempting to influence an officer or employee of any agency,
625 a Member of Congress, an officer or employee of Congress, or an employee of a Member
626 of Congress in connection with this Federal contract, grant, loan or cooperative
627 agreement, the State's Attorney shall complete and submit Standard Form LLL,
628 "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form
629 is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal
630 Operations.
- 631 c. The State's Attorney shall require that the language of this certification be included in
632 the award document for subawards at all tiers (including subcontracts, subgrants, and
633 contracts under grants, loans, and cooperative agreements) and that all subrecipients shall
634 certify and disclose accordingly.
- 635 d. This certification is a material representation of fact upon which reliance was placed
636 when this contract was executed. Submission of this certification is a prerequisite for
637 making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code.
638 Any person who fails to file the required certification shall be subject to a civil penalty
639 of not less than \$10,000 and not more than \$100,000 for each such failure.

640 9. **New Hire Reporting.** The State's Attorney certifies that it shall comply with the
641 requirements of 820 ILCS 405/1801.1.

642 10. **Nonparticipation in International Boycott.** The State's Attorney certifies that it neither
643 participates nor shall participate in an international boycott in violation of the provisions of
644 the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of
645 Commerce promulgated under that Act.

646 11. **Nonpayment of Dues or Fees.** The State's Attorney certifies that it neither pays dues or
647 fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for
648 payment of dues or fees to any club which unlawfully discriminates, and that therefore the
649 State's Attorney is not prohibited from selling goods or services to the State of Illinois under
650 775 ILCS 25/0.01 *et seq.*

651 12. **Nonsolicitation of Contract.** The State's Attorney certifies that it has not employed or
652 retained any company or person, other than a bona fide employee working solely for the
653 State's Attorney, to solicit or secure this Agreement, and that it has not paid or agreed to pay
654 any company or person, other than a bona fide employee working solely for the State's
655 Attorney, any fee, commission, percentage, brokerage fee, gift or any other consideration

656 contingent upon or resulting from the award or making of this Agreement. For breach or
657 violation of this warranty, the Department shall have the right to annul this Agreement
658 without liability or, in its discretion, to deduct from compensation otherwise due the State's
659 Attorney such commission, percentage, brokerage fee, gift or contingent fee.

660 **IV-D Program's CFDA Number is 93.563.**

661 In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates
662 shown, by their duly authorized representatives.

663 THE STATE OF ILLINOIS
664 DEPARTMENT OF PUBLIC AID

MCLEAN COUNTY, ILLINOIS

665 By: _____
666 Barry S. Maram, Director
667

By: _____
William A. Yoder, State's Attorney

668 Date: _____

Date: _____

669 APPROVED:

670 By: _____
671 President, McLean County Board

By: _____
Lisa Madigan, Illinois Attorney General

672 Date: _____

Date: _____

673 APPROVED:
674 Illinois Department of Central Management Services

675 By: _____
676 H. Edward Wynn, Chief Administrative Officer & General Counsel

677 Date: _____

678
679
APPENDIX A
MCLEAN COUNTY STATE'S ATTORNEY

680 In this Intergovernmental Agreement the parties understand that all agencies involved in the McLean
681 County IV-D program must work effectively and cooperatively to achieve the mutual goals of the
682 program.

683 The State's Attorney agrees to prohibit attorneys employed by the Office of the State's Attorney in
684 a full or part-time capacity from accepting any private employment or legal work or from providing
685 any legal advice to any person or entity that would present a conflict of interest or the appearance
686 of a conflict of interest for the Office of the State's Attorney, or the attorney personally, in connection
687 with the State's Attorney's representation of the Department under the terms of this Agreement.

688 The following standards for the State's Attorney will be monitored by the Division of Child Support
689 Enforcement. The standards will assist the State's Attorney in meeting its responsibilities under the
690 Agreement, as well as enhance the efficient operation of the McLean State's Attorney IV-D child
691 support enforcement program.

692 The State's Attorney shall:

- 693 1. Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing,
694 advancing, or rejecting with cause, each child support case referred to the State's Attorney,
695 consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of
696 the Circuit Court of McLean County, Illinois.
- 697 2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within
698 thirty (30) calendar days after the State's Attorney's receipt of location of absent parent by the
699 Department and enter all court dates into KIDS.
- 700 3. Ensure that within thirty-five (35) calendar days after receipt of referral by the Department,
701 summonses are submitted to the Sheriff/process server for service of process.
- 702 4. Record in KIDS the successful and unsuccessful attempts to serve process within four (4)
703 business days of receiving results of attempts.
- 704 5. Request services of State Parent Locator Service within four (4) business days after determining
705 the whereabouts of the absent parent is unknown by changing status of current address in KIDS
706 to previous.
- 707 6. Seek reimbursement from the non-custodial parent for costs incurred by the Department for
708 genetic testing when parentage is established and enter results of genetic testing in KIDS.
709 Reimbursement checks should be sent to Illinois Department of Public Aid, Bureau of Fiscal
710 Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield,
711 Illinois 62702.
- 712 7. Within ninety (90) calendar days after receipt of referral by the Department, either

- 713 a. establish an order for support regardless of whether or not parentage has been established
714 on cases referred by the Department to the State's Attorney, or
715 b. effect service of process necessary to commence proceedings to establish support and,
716 if necessary, parentage (or document unsuccessful service of process, in accordance with
717 the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm.
718 Code 160.85 by retaining a copy of the return of service in the case file), or
719 c. document conveyance of summons to Sheriff within thirty-five (35) calendar day time
720 frame.

721 The State's Attorney will also ensure that any deviation from guidelines is noted and explained
722 on the order, and that the amount that would have been ordered under the guidelines is shown.
723 The State's Attorney shall follow state presumptive guidelines on parentage cases, including
724 seeking a minimum support order of \$10.00 per month. In all parentage cases, support will be
725 calculated from the date the respondent was served with the complaint. Retroactive support will
726 be requested, consistent with State law and Department rules. Temporary support will be
727 requested until a permanent support order is entered, consistent with State law.

- 728 8. Complete actions to establish an order for support regardless of whether or not parentage has
729 been established from the date of service of process within the following time frames:

- 730 (1.) 75 percent in six (6) months;
731 (2.) 90 percent in twelve (12) months.

- 732 9. File an action to enforce an existing order for support within 30 calendar days after the date the
733 Department identifies a delinquency or other support related noncompliance with the order or
734 the location of the absent parent, whichever occurs later.

- 735 10. File an action to modify an existing order for support within 30 calendar days after the date the
736 Department identifies the location of the absent parent and notifies the State's Attorney.

- 737 11. Seek medical insurance coverage for each minor child or each special needs child from the non-
738 custodial parent. Medical insurance coverage must be addressed in all support orders whether
739 or not the NCP is ordered to provide it.

- 740 12. Seek retroactive support in accordance with Department policy.

- 741 13. Seek entry of orders that provide for immediate income withholding.

- 742 14. Unless time limitations are caused by events outside the control of the State's Attorney, notify
743 the Department at least 30 calendar days in advance of the court date, of the need for
744 Department services, including but not limited to, initial or updated arrearage calculations.

- 745 15. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk and
746 all parties after the end of each court session.

- 747 16. Seek from each non-custodial parent appearing in court his or her Social Security Number,
748 source and the amount of income, home address and employer address, and driver's license

749 information. Record any informational additions or changes on the order or data sheet, for data
750 entry into KIDS and indicate verification of existing information where information previously
751 provided had not changed.

- 752 17. Record in KIDS within five (5) business days after a client fails to cooperate in court or fails
753 to keep a scheduled appointment with a member of the State's Attorney's Office necessary to
754 proceed with the case and subsequent cooperation with the State's Attorney in the above. The
755 State's Attorney will ensure all instances of client non cooperation and cooperation are
756 addressed in the relevant court order.
- 757 18. Provide to the Department a copy of all support orders and related data sheets within five (5)
758 business days after the legal action.
- 759 19. Provide to the Department information on a client that the State's Attorney suspects is receiving
760 TANF illegally.
- 761 20. Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed
762 to the Department without the Department's expressed prior approval. Doing so shall result in
763 a reduction of funds payable to the State's Attorney equal to the amount of the reduction of the
764 debt. If the State's Attorney relies upon the Department calculations when providing arrearage
765 figures to the court, the Department will not be entitled to liquidated damages. At no time will
766 the State's Attorney agree to entry of an order excluding use of an Offset Program.
- 767 21. Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate
768 parentage where such settlement contains the exchange of a finding of parentage for a duty of
769 support.
- 770 22. Mail all URESA/UIFSA orders to the Department within seven (7) business days after entry by
771 the Courts.
- 772 23. Immediately upon becoming aware that a case decision may be appealed by the responding
773 party, or that an adverse case decision is a likely candidate for appeal by the Department, the
774 State's Attorney shall provide the Department with the notice of appeal or copy of the adverse
775 case decision and all supporting documentation in the format prescribed by the Department to:
- | | | |
|--|---------------------------------------|---|
| 776 Illinois Department of Public Aid | Illinois Department of Public Aid | Office of the Illinois Attorney General |
| 777 Office of General Counsel | Division of Child Support Enforcement | Public Aid Bureau |
| 778 100 W. Randolph Street, 10 th Fl. | Yvette Perez-Trevino | 500 S. 2 nd Street |
| 779 Chicago, Illinois 60601 | Judicial Legal Liaison | Springfield, Illinois 62706 |
| 780 | 280 East Indian Trail Road | |
| 781 | Aurora, Illinois 60505 | |
- 782 24. Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has
783 directed the Department to take a specific action within five (5) business days after entry of
784 order.

- 785
786
787
25. When requested to do so by the Department, file notices of appeal or bring motions to vacate or for rehearing in the trial court in connection with adverse case decisions that are likely candidates for appeal by the Department.
- 788
789
26. Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports.
- 790
791
27. Keep the Department informed of State's Attorney staff assignments as they relate to this Agreement by notifying the Contract Manager.
- 792
793
28. Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
- 794
795
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29. Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) calendar days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.
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30. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
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31. Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the SDU.
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32. a. Increase the number of cases with financial court orders by assuming an integrated role in case management involving the non-assistance client population requesting services from DCSE. As part of this goal, the State's Attorney staff shall work with the Department's regional manager in case referral and preparation. The regional manager shall provide a quarterly report to the State's Attorney, William Yoder, which will tally the number of non-assistance cases without financial court orders and shall hold a meeting with the State's Attorney, William Yoder or his designee and supervising ASA Todd Miller, once each quarter to discuss results. Increasing the number of non-assistance financial court orders can be accomplished by:
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1. Requesting the deletion of any duplicate cases;
 2. Obtaining signed cancellation requests from clients no longer wanting Child Support services; or
 3. Acquiring a financial support order.
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- b. Generate legal action referrals (not including the LARs that the Department's regional staff prepares) and perform all associated case preparation. This will include generating proper paperwork through the KIDS system including such client contact as necessary, coding the KIDS system, preparing the LAR Transmittal Sheet for cases to be filed in McLean County Circuit Court, gathering the Court Orders and payment ledgers for the entry of the Notice of Intervention in McLean County Circuit Court or making an intrastate referral to another region within the State of Illinois, or preparing an Initiating Interstate Case to a Sister State.

- 824 33. Obtain a minimum of **200** financial orders **per quarter**. Financial orders are defined as the following:
825 Establish Support Order (initial order); Modification of Support Order; Final Judgment; Judgment as
826 a result of a Rule To Show Cause: Extension of Support Order (emancipation); Medical Support
827 (monetary or non-monetary); Support Reserved Order; Support Abated Order; Support Terminated
828 Order; Support Vacated Order; Child Care Expenses Order. The following orders shall not be included:
829 Continuances, dismissals, body attachments, Denial of Modification filed by non custodial parent
830 (NCP) or custodial parent (CP), discovery rulings, motion rulings, genetic testing, paternity only.

831 A copy of each financial order, as provided in **Appendix A.18**, shall be submitted to :

832 Illinois Department of Public Aid
833 Division of Child Support Enforcement
834 Attn: Roxy Schumann, Regional Manager
835 211 North Knoxville Avenue
836 Peoria, Illinois 61603
837 Fax: (309) 686-7830
838 Telephone: (309) 686-7817

- 839 34. Failure to meet the requirements in **Appendix A.33** shall result in a deduction to reimbursement of
840 expenditures as provided in **Part III.B.** and **Part III.C.**, of **\$210** for each financial order not entered.
841 Adjustments to the number of financial orders reported for **each quarter** will not be made for orders
842 not received by the Regional Manager as provided in **Appendix A.33** and **Appendix A.35**

- 843 35. Financial Orders set forth in **Appendix A.33** shall be recorded by a Department supervisory staff
844 person. A listing of the orders for **each quarter** will be finalized **within seven (7) calendar days after**
845 **the end of each quarter**. Financial orders received after **the seventh (7) calendar day** will not be
846 considered. The listing of financial orders for **each quarter** shall be submitted by the Department via
847 facsimile and mail directly to the State's Attorney William Yoder, ASA Todd Miller, and the
848 Department's Division of Finance and Budget, Contract & Expenditure Processing Unit for review
849 pursuant to **Part III.B** and **Part III.C.** **no later than eleven (11) calendar days after the end of each**
850 **quarter.**

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APPENDIX B Part 1 of 2
MCLEAN COUNTY STATE'S ATTORNEY BUDGET
JULY 1, 2004 THROUGH JUNE 30, 2005
Individual Line Item Amounts Are Estimated

DIRECT COSTS	SFY05 Budget
Personnel Services	
Salaries - Full Time <i>(See attached list of positions-Part 2 of 2)</i>	\$186,016
Fringe Benefits	\$37,370
SUBTOTAL	\$223,386
 Non-Personnel Services	
Telephone	\$2,625
Copies	\$3,300
Postage	\$500
Equipment	\$1,000
Office Supplies	\$3,000
Rent	\$35,754
Insurance	\$4,300
Dues & Memberships	\$1,000
Conferences	\$650
Notary Bonds	\$100
Witness Fees	\$200
Transcripts	\$200
Office Furnishings	\$1,500
Computer Hardware	\$1,000
Computer Software	\$1,000
Travel	\$453
Service of Process Service Fees	\$2,100
Subcontract/Special ASA	\$0
SUBTOTAL	\$58,682
 PERSONNEL SERVICES SUBTOTAL	
	\$223,386
 NON-PERSONNEL SERVICES BENEFITS SUBTOTAL	
	\$58,682
 TOTAL DIRECT COSTS	
	\$282,068
 INDIRECT COST (10% of Salaries)	
	\$18,602
 GRAND TOTAL	
	\$300,670

APPENDIX B Part 2 of 2
AUTHORIZED POSITIONS - SFY05
MCLEAN COUNTY STATE'S ATTORNEY

POSITION TITLES	IV-D%	Number of Positions
Full Time Positions:		
Assistant State's Attorney	100%	2
Office Administrator	100%	1
Secretary	100%	1
Receptionist	100%	1

Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name: _____

Taxpayer Identification Number:

Social security number _____
or
Employer identification number _____

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

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Other: _____ |

Signature: _____ Date: _____

STATE OF ILLINOIS DRUG-FREE WORKPLACE CERTIFICATION

The contractor certifies that he/she/it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Agreement.

CHECK THE BOX THAT APPLIES:

- This business or corporation does not have twenty-five (25) or more employees.
- This business or corporation has twenty-five (25) or more employees, and the contractor certifies and agrees that it will provide a drug free workplace by:
 - A) Publishing a statement:
 - 1) Notifying employees that the unlawful manufacture, distribution, dispensation, 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 employees that, as a condition of employment on such contract, 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 contractor's policy of maintaining a drug free workplace;
 - 3) any available drug counseling, rehabilitation, and employee assistance programs; 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) or 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 5 of the Drug Free Workplace Act, 1992 Illinois Compiled Statute, 30 ILCS 580/5.
 - 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, 1992 Illinois Compiled Statute, 30 ILCS 580/1 *et seq.*

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization

Signature of Authorized Representative

Printed Name and Title

Requisition/Contract/Grant ID Number

Date

Members Nuckolls/Harding moved the County Board approve a Request for Approval of Intergovernmental Agreement between the Illinois Department of Public Aid and the McLean County State's Attorney – Title IV-D Child Support Enforcement Program – State's Attorneys Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Nuckolls stated the following: on our General Information the General Report can be found on pages 204-218.

Member Selzer stated the following: I just have a question on the report here. On page 209, in the minutes of the Justice Committee it is stated that Ms. O'Connor reminded the Committee that the Board made Alternatives to Jail project a top priority. If memory serves me right it was not for this budget cycle but rather last year's budget cycle that the Board voted to make the project a priority. I don't believe we have seen anything to make it a priority for this year. I want to make sure at least we are all have the same mind set. When we tried to make that a priority, our numbers were still on the rise. Our consultant's reports still showed everything on the rise but from the numbers that I have seen we've actually had a decrease in occupancy and an increase in felony convictions which gets them out of our system. I just want to know if we have made it a priority because there's also another part of this that bothers me and I don't think we should be looking at the tipping fee or anything else for revenue. If our justice system says it's a need and if our Sheriff, judges, and our State's Attorney says it's a need they should present that package to the Justice committee and we should move it forward. This has been going on for three years and we've not done anything and to my knowledge it's not a priority. I don't remember voting on it this year for this year's budget cycle, making this a top priority. Mr. Zeunik stated the following: you are correct Member Selzer. There was not a specific Resolution adopted for this year's budget cycle but the Resolution that the Board did adopt clearly set out the program of Alternatives to Jail as a priority program for the Board. The comments by Member O'Connor and the comments in the Justice Committee reflect the Justice Committee's continuing desire to bring a program to the Board and find a way to fund it with a continuing stream of revenue so that it doesn't impact other programs in the justice system. They are looking for a source of revenue that will be outside of the property tax levy and a source of continuing funding. I think what the Justice Committee is going to be considering at their regular November meeting is another Resolution or an amendment to the prior Resolution to bring back to the Board as a policy decision for the Board to make. I turn to Vice-Chairman Nuckolls and Member O'Connor to see if there is anything I have missed or anything they want to add. Member Nuckolls asked the following: is the initial Resolution specific for that particular year or is it just a Resolution to make it a priority in general, regardless of budget year? Mr. Zeunik stated the following: I would have to go back and check the specific language. I know that it was intended to be a priority program for Fiscal Year 2004. In terms of the preparing this year's budget, I don't know if it was continued beyond that specific fiscal year. Certainly, the comments that have been made by the Committee indicate that they still view it as a priority. Member Selzer stated the following: the indicators that we are getting from the State's Attorney and the Sheriff's reports show a decline in jail population, actually very contrary to what the consultant's report suggested. I am glad it is going to come back to the full Board for discussion because we either all need to get behind it or we need to get over it. I think it has gone on long enough. Member O'Connor stated the following: I think we have been dancing around this for three years and part of the idea of Alternatives to Jail is not to help the jail population but to keep people as taxpayers not tax users. I would like to see this remain a priority.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Gordon, Chairman, presented the following:

RESOLUTION

REINSTATING A PRELIMINARY PLAN
For the Prairieland Subdivision, File S-00-11

WHEREAS, David Nesbit has requested reinstatement of a preliminary plan for the Prairieland Subdivision, file S-00-11, as provided in the Land Subdivision Regulations of McLean County; and

WHEREAS, said preliminary plan shows 54 residential lots and two out lots; and

WHEREAS, a public meeting on said proposed preliminary plan was held by the Land Use and Development Committee of the McLean County Board as required by law; and

WHEREAS, the Land Use and Development Committee recommends that the proposed preliminary plan for Prairieland Subdivision be reinstated for one year coupled with a stipulation that a monthly report from the County Engineer be made to the Land Use and Development Committee regarding progress of said subdivision and observations and concerns of the County Engineer regarding said subdivision; and,

WHEREAS, the Land Use and Development Committee shall define acceptable progress and shall have the authority to recommend rescinding this Resolution at the July County Board meeting, the October County Board meeting, the December County Board meeting and the March 2005 County Board meeting; now, therefore,

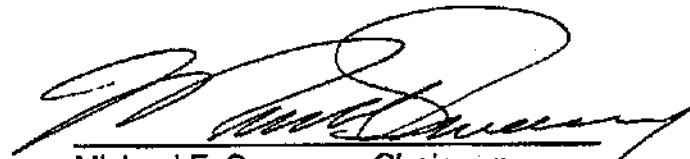
BE IT RESOLVED that the preliminary plan for the Prairieland Subdivision, File S-00-11, be and hereby is reinstated for a period of one year from this date April 20, 2004.

Adopted by the County Board of McLean County, Illinois, this 20th day of April, 2004.

ATTEST:

APPROVED:


Peggy Ann Milton, County Clerk
McLean County, Illinois


Michael F. Sweeney, Chairman
McLean County Board

Hamann, John

From: Dustin Burger [Dustin.Burger@epa.state.il.us]
Sent: Thursday, October 14, 2004 3:30 PM
To: Hamann, John
Subject: Nesbit Property

Mr. Hamann,

I inspected the Nesbit Prairieland property on October 13, 2004 with the complainant. No signs of open dump of any wastes were observed. There were no spots under the fuel tank and the drums that were present contained product oils for heavy equipment. Although the Agency has warned Mr. Nesbit of open dumping and stormwater violations in the past, no violations were noted on Wednesday.

Dustin Burger
Illinois EPA
Champaign Region

Member Gordon stated the following: the Request for Review of the Resolution Reinstating the Preliminary Plan for the Prairieland Subdivision that was approved by the County Board on April 20, 2004. The property is located in Dry Grove Township immediately southwest of the intersection of 975 East Road and the Old Peoria Road is found in your packets on pages 219-219A. There is no motion to be made. The Land Use Committee, at a stand up this morning, reviewed some information that had been submitted to the Committee concerning the existence of some photographs, some pictures that were taken on the Prairieland site. Our information was transmitted to the Administrator's office. The photographs were reviewed by Mr. Zeunik and an inspector from the Illinois Environmental Protection Agency was contacted to go to the Prairieland site. On page 219 is a copy of the April 20, 2004 Resolution including the Sorensen amendment, stipulating that we review this at the October meeting. On page 219a is a copy of the e-mail from the EPA inspector to John Hammond, the Enforcement Officer in the Department of Building and Zoning, indicating essentially that there is no evidence of the concerns existing that we were afraid would be found out there. The Committee meeting this morning was well attended by staff and other Board Members, at least two of whom, Members Hoselton and Bass, had also been out to Prairieland. At that meeting no action was taken that requires Board action at this time. Of course the floor is open.

Member Gordon, Chairman, presented the following:

FINDINGS OF FACT AND RECOMMENDATION
OF THE McLEAN COUNTY ZONING BOARD OF APPEALS

This is the findings of fact and the recommendation of the McLean County Zoning Board of Appeals to the McLean County Board concerning an application of Dave Kerns in case SU-04-21, parcel number (11)-05-30-300-011. He is requesting a special use to allow a farm owner to set aside from the farm a new existing single family residence in the Agriculture District due to unique circumstances on the following described property:

Sec. 30, TWP 25N, Range 1 W of 3rd P.M. commencing at the SW corner of the SE ¼ of the SW ¼ of Sec. 30, thence N 265 feet to point of beginning, thence N 151 feet, thence E 311 feet thence S 165 thence W 314 feet to the point of beginning and is located in Danvers Township immediately east of 25 East road and approximately ½ mile south of 2150 North Road.

After due notice, as required by law, the Board of Appeals held a public hearing in this case on October 5, 2004 in Room 400, Government Center, 115 East Washington Street Bloomington, Illinois and hereby report their findings of fact and their recommendation as follows:

PHYSICAL LAYOUT - The 1.14 acre property gently slopes to the west and is occupied by a dwelling. The property has 151 feet of frontage on the east side of 25 E Road, an oil and chip road 16 feet in width.

SURROUNDING ZONING AND LAND USE - The surrounding land is in the A-Agriculture District. The land to the north is used as a single family residence. The land to the east is in crop production. A farm building is located to the south. A single family residence with a pond and wooded area is located to the west.

LAND EVALUATION AND SITE ASSESSMENT (LESA) - A LESA analysis was completed for the site. The soils score was 94 out of 125 points. The site assessment score was 110 out of 175 points. The total LESA score was 204 points out of 300. A score of below 225 points means the property is of low value for agricultural land protection.

ANALYSIS OF STANDARDS - After considering all the evidence and testimony presented at the hearing, this Board makes the following analysis of the standards contained in the McLean County Zoning Ordinance regarding the recommendation by the Zoning Board of Appeals as to whether the County Board should grant or deny the proposed special use.

STANDARDS FOR RECOMMENDING:

1. **The proposed special use will not be detrimental to or endanger the health, safety, morals, comfort, or welfare of the public.** This standard is not met. The property is suitable for agricultural purposes. The applicant has built a house on land that was used for pasture. The restriction on residential development is designed to be an equitable method to allow new residences to be built in the Agriculture District. Giving special treatment to applicants in these cases may lead to a system of favoritism and discrimination and will make it more difficult to restrict residential development in the Agriculture District.
2. **The proposed special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted or substantially diminish property values in the immediate area.** This standard is not met. The property was in pasture prior to the construction of the house. Approving residences on the criterion

that the land is undesirable for farming purposes when it is suitable for agricultural uses, undermines the County's farmland preservation policy. It indirectly undermines the County's farmland preservation policy by allowing increased density of non farm residences in areas where agriculture is the prominent use.

3. **The proposed special use will not impede the orderly development of the surrounding property for uses permitted in the district.** This standard is not met. The 2001 Aerial Photo indicates the subject parcel was in pasture prior to the construction of the house and is suitable for crop production. The County's farmland preservation policy will be undermined if the applicant is allowed to set aside this residence on the criteria the land is undesirable for farming when in fact the land was in agricultural use prior to the construction of the house.
4. **Adequate utilities, access roads, drainage and/or other necessary facilities have been or will be provided.** This standard is met. The proposed dwelling will be served by private well and septic system approved by the County Health Department. The property has 151 feet of frontage on the east side of 25 East Road.
5. **Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** This standard can be met. It appears that safe sight distance can be provided for at the proposed entrance. The applicant has not obtained an entrance permit from the Danvers Township Road Commissioner. The County Engineer has also indicated that a culvert needs to be installed and a pipe that is improperly draining into the road ditch needs to be removed.
6. **The establishment, maintenance and operation of the special use will be in conformance with the preamble to the regulations of the Agriculture District.** This standard is not met. The preamble states that the Agriculture District regulations are intended to provide for the use and conservation of agricultural land, to protect the value of such land and to protect it from indiscriminate residential and urban development.
7. **The proposed special use, in all other respects, conforms to the applicable regulations of the Agriculture District.** This standard is not met. The applicant built a farm dwelling without a permit in 1978 when he subsequently applied for and received a special use permit in case 87-44-S and sold it as a non-farm residence. The applicant then built a second farm dwelling without a permit on this farm in which he currently lives. In 2003 the applicant began construction of a third farm dwelling without a permit for which he is now requesting to set aside from the farm to sell. The applicant was informed in writing by the Director of Building & Zoning on September 22, 2003 that it would be difficult for the applicant to set this house aside from the farm. The applicant did not respond to the Director until after this dwelling was completed in 2004.

After considering all the evidence and testimony presented, this Board finds that the application does not meet all the standards as found in the McLean County Zoning Ordinance; it does not meet one of the individual criteria for establishing a residential use in the A-Agriculture District.

Therefore this Board recommends that a special use be denied on the property described above to allow the construction of one single family dwelling.

Findings and Recommendation
SU-04-21, Page 3

ROLL CALL VOTE UNANIMOUS - The roll call vote was three members for the motion to recommend denial, Members Rudolph, Elble and Finnigan, Members Hoffman and Wheat were opposed and Members Kinsella and Kuritz were absent.

Respectfully submitted this 5th day of October 2004, McLean County Zoning Board of Appeals

Sally Rudolph
Chair

Sally Rudolph, Chair
Tony Wheat
James Finnigan
Joe Elble
Jerry Hoffman

Members Gordon/Bass moved the County Board approve a Request for Approval to Deny the Application of Dave Kerns in case SU-04-21, parcel number (11)-05-30-300-011. He is requesting a special use to allow a farm owner to set aside from the farm a new existing single family residence in Agriculture District due to unique circumstances on property which is located in Danvers Township immediately east of 25 East Road and approximately 1/2 mile south of 2150 North Road. Member Selzer stated the following: the reason I asked that this be removed is that I was confused by a couple of things. First of all we are going to deny a special use permit. It appears there are no minutes to the meetings so I couldn't get any more information. If we are going to deny this, does that mean the single family residence comes down? It is new construction that was already completed so that is my first question. My second question pertains to the standards themselves. On standard number three it says the proposed special use will not impede the orderly development of the surrounding properties. It says the standard is not met because that property used to be grazing land. When I read through their standards, I feel like there is some kind of a vendetta or something going on. We go by the LESA score which this land qualifies for. It says it can't be farmed yet we are saying it can be farmed. If it can be farmed based on the fact that it was farmed in the past are we using the wrong standards with this LESA analysis? I am very confused about this. I am confused about the property owner and what his rights are now after this house is built. I want to note the fact that we have seven members on the Zoning Board of Appeals, two of which were absent. This vote was three that were against it and two that were for it. No one has contacted me and I don't have any hidden agenda, these are just questions that I have from reading the packet that I hope someone could address. Chairman Sweeney asked the following: are you suggesting that maybe we need to go to staff and the State's Attorney's office and have Phil Dick address this? Member Selzer stated the following: that is exactly what I am suggesting. Mr. Dick stated the following: the findings explain some of the things and I can understand your concerns. There are ways that this house could have been built, but it was built without a permit and with the intent of selling it. If a farm owner wants to build a home on a large farm acreage he can do that if he is going to be living in it. He doesn't need a permit for that. Otherwise, he needs a permit to build and typically he would get a special use permit approved before he would be allowed to get a building permit. So as soon as we saw the house was starting to go up, we let him know in a letter that he needed to get in touch with our office to figure out what he was going to be doing with the house. He indicated early on that he was building it as a farm house for himself and then he completed the dwelling. Now there are a couple of things that he could do rather than tear the house down. For example, if he wants to have the house for his son or daughter he can go through the special use process and they would be allowed to move into it. He has built three homes already without permits as farm dwellings. One he set aside already and the second one he has been living in for the last ten to fifteen years. The one he lived in, he could set aside and move into the new one himself or he could sell the new one with the farm. There are a number of things he can still do. It's just that it is difficult for us to enforce the Zoning Ordinance if a person is going to build houses without permits and then expect to sell them for

what the market will bear. That kind of flies in the face of what we are doing to restrict residential buildings in the agricultural district. The other thing that you mentioned is that pastureland is not a permitted use in the agricultural district. In fact, Danvers Township in particular has a lot of land that is good for pastureland. That is also an agricultural use that is to be preserved in different parts of the country. Member Selzer stated the following: I understand that but we've got this scoring system that we've put in place to protect farmland and it says this is of low value for agricultural land protection. I understand what you are saying about the guy shouldn't build a house and move into it but if he wants to play a shell game and move into this house and sell the other house and then when he moves out of this house sell this one he could do that. If his son and daughter move into this house we are going to say it is okay for his son and daughter to move into this house. I'll be honest, if we are going to play big brother and do this like this then we need to make him tear the house down if he built it illegally. If we want to go toe to toe then let's do it right. I don't think is the right thing to do. It also bears to mind though that we've got these other subdivisions coming up on County farmland. Why can't he? Is it because he's not a big developer? We've taken hundreds of acres of prime farmland that has scores over 225 and allowed them to be annexed to the cities and built on. Here is a guy that has farmland he used for grazing that flunks the test and we are going to tell him no. I just don't understand that. If we are going to tell him no then I want to know what is going to happen. We can't leave a structure sitting out there that is illegal. Can we? I think making him move into it is a heck of a penalty for someone to pay. Just look at the subdivisions that we are allowing to be annexed into the city. How are we protecting farmland? Mr. Dick stated the following: the County does not have any say about what properties get annexed into the cities. As far as properties being rezoned in the County for residential subdivisions, it's supposed to be approved according to a comprehensive plan where we think residential land should be located relative to jobs, the arterial road systems, and so forth. It is, to some extent, a shell game how we approve residential development in agricultural districts but that is because we have a unique set of circumstances as to how we got to where we are today. For example, you might recall when the Zoning Ordinance Amendment was approved in 2000. It came here without a recommendation to have a special privilege for daughters or sons of farm owners. That got put on at the last minute and that's the way it's been since 1974. Residential development has been restricted in the agricultural district, so that is nothing new. This particular farmer should have known that he needed a special use permit before he started building his house. He chose to overlook that. He should have known this because he applied for a special use in the late 80's. When we let him know he could have contacted us to find out what he should do as far as setting it aside in the future or getting a permit or at least coming to an understanding before he chose to finish the structure completely. As far as being hard on the farm owner, it certainly would be hard on him to go toe to toe and make him tear it down. Member Selzer asked the following: so we are going to let it sit empty? Mr. Dick stated the following: yes, until it gets resolved. I feel confident that there is going to be some way to do this. The particular farm

owner doesn't have a lot of wherewithal and maybe he can't afford to own the farm any more. Maybe he needs to sell the house with the farm. The house has a value to it. We are not expecting that he should have to lose the value of that home. Mr. Selzer stated the following: I think we need to look at how we are doing it because if we knew that was happening and it continued we should have marched down there and gotten an injunction to stop the work on it until it was resolved. I think waiting until the house is built is the wrong answer. Is Prairieland Subdivision in the County? Has that farmland flunked the LESA score? I am still trying to get back to what this act that we've all approved and that we live by is there for. If we are there to protect tillable farm ground then isn't that land tillable farm ground where Prairieland is? I am not picking on Prairieland; I am trying to draw a contrast here. We need to be prepared. If we are going to turn this down then we need to follow the law to the letter. I just don't think the Zoning Board of Appeals did a good job on this. When you look at the standards of what has to be addressed and then you look at the facts to support those standards, the facts don't have anything to do with the standards. I don't need to belabor it. Chairman Sweeney stated the following: you talked about the law so why don't we now turn it over to Brian Hug. Mr. Hug stated the following: the standards provided on the list and followed by the Zoning Board of Appeals are required by your ordinance. You may change those if you choose. You will need to jump through some hoops to do that but you can change those. That is where the standards go. The Zoning Board of Appeals spent a great deal of time on this particular case and unfortunately the report doesn't include all the details but there is a great deal of more information. They don't make the decision based on one standard alone. They consider all the standards and go through them step by step. Mr. Selzer stated the following: I would just caution us after sitting through court and losing zoning cases in Town of Normal, that all the court can go by is the finding of fact. When the answers don't relate to the standard I think we need to review what the zoning Board of Appeals is sending us. It is just something for the future. It's not a major issue, I just don't understand when we read a packet how you can't get the answer. Chairman Sweeney stated the following: we have a few Members that want to speak. Member Owens stated the following: if a farmer is going to build for a family member, a son or daughter, why do they get special privilege? Why are they exempt? We need to look at in changing the Ordinance. Chairman Sweeney stated the following: this Board made that decision years ago. Member Harding asked the following: I have a question for Phil. You say this is the third house this gentleman has built on his farm property and you say the other two houses have been set aside. What does set aside mean? Mr. Dick stated the following: typically a farm owner is allowed to build a home for himself or for someone who obtains a substantial portion of their income working on the farm as an exemption and does not need to set it on a separate property from the farm acreage. In this case it's in the neighborhood of 160 acres. To this date, he set aside one dwelling, one of the new dwellings that he built in 1986, from the farm on a separate parcel and sold it to a private party. Member Harding asked the following: so this third house, his intentions were to do the same thing, build the house and sell it? Mr.

Dick stated the following: he was going to sell it without moving into it at all. Member Bostic stated the following: do we have any vehicle or method to make the new residence unsellable by virtue of the fact that it has no correct zoning permit on it? Mr. Hug stated the following: normally a lender will not lend money on a home that is not properly zoned. That is the strongest thing to stop anybody from selling the property. It will show up in the title opinion that this is not properly zoned. Member Bostic asked the following: has the Health Department granted permits for septic and well? Mr. Hug stated the following: I don't remember. I am sorry. Mr. Dick Stated the following: we did notify him that he has to disclose to any person that he sells the property to that the house has been built in violation. We have not verified that the Health Department has signed off on the septic or the well. Member Bostic stated the following: I find it strange that the Health Department would sign off on it. We've got an exception to our Ordinance by the virtue of letting farm owners children build. I can build a house for my daughter and she can take title and turn around and sell it and that circumvents the purpose of that exemption to the Ordinance. People do it to get around it. If we've got all these things in writing, legal staff, and Building and Zoning is doing their job, why is the Health Department not coordinating efforts by saying, "Sir, you cannot have a septic or well permit because you are not in compliance with zoning"? Mr. Hug stated the following: normally the Health Department will not issue a health permit or a septic permit unless they have authority from Building and Zoning Department. The two departments work together. I just don't know whether the Heath Department has or not. Normally they won't but it could have slipped through. Member Selzer stated the following: let's assume that the Health Department didn't issue a permit. The question is then who put the septic field in without the permit? Do we have contractors out there putting in septic fields where there is no permit to put them in? It just raises a lot of questions. The answers are probably there. Member Sorensen stated the following: I think perhaps I have just a couple of questions from a logistics point of view. If the County Board votes to deny this special use today, is this land owner back to square one working with your office to draft a new special use request to bring before ZBA? Mr. Dick stated the following: unless he wants to use the exemption whereby he would sell the house along with the farm to a potential buyer, yes. Most likely he is going to be back before the Zoning Board of Appeals. Mr. Sorensen asked the following: will he need the new filing fee and all of that? Chairman Sweeney asked the following: isn't there a time frame for that too? Mr. Dick stated the following: I would have to get a clarification from the State's Attorney's office but yes, usually if a special use has been denied you have to wait a year. Member Sorensen stated the following: I would like to offer a Substitute Motion to move this case back to staff and ZBA for the purpose of staff working with the land owner to make the appropriate amendments to this special use request to bring it back to ZBA and bring it back to the Board. This avoids a couple of things. One, the land owner won't have to refile and pay a new filing fee and two, it gets us around the one year hiatus between special uses on the same property. I move that. Member Sweeney stated the following: wait a minute. I am not going to ask for a second at this time. Wait a minute. He has been

abusing the policy and the Zoning Regulations for years so why are we giving him an out? Why don't we just deny it? Member Sorensen stated the following: it appears to me that there is no other alternative. This gentleman is not going to tear down the house. This gentleman is going to find a way to sell it or find a way to put his kid in it or whatever the case might be. He is going to get around our Zoning Ordinance anyway. Why put our staff and the ZBA through a deliberate and probably a longer process and more work to make them start from scratch with this. Chairman Sweeney stated the following: is there a second? Mr. Hoselton is the second. Member Selzer stated the following: just a point of order but I was always under the understanding that when you ask for a variance or a special use permit that the time limit was a year on that property. That is what we used to enforce. The reason that I would support the Substitute Motion is purely because I am concerned about denying this now and next month granting a special use on this property because the way I read it is that we can't do it for a year. It's not the filing fee and the other things. Mr. Hug stated the following: let me try to be a little bit clearer. There are three houses essentially adjacent to each other with a barn between two of the houses. Right now, two houses and the barn sit on the farm of 160 I think because he sold off parcels. If the Board denies the special use on this particular house, the owner of the farm that has two houses may set aside the house that he has been living in because it has been a farm house and can be set aside. He may sell the farm with the subject house as a farm without getting a special use. He does not have to before the County Board for that because it would be part of the farm and he would be selling the farm. The Board also needs to know the Zoning Board of Appeals denied a variance on this house because the lot was much too small for this particular house. Truly the best option for this gentleman would be to move into this house or sell it along with the farm. There are other options. It doesn't require only a special use. Does that answer your question? Member Hoselton asked the following: what is the acreage of that farm? Member Bostic stated the following: I am seeing 176 on the plat. Mr. Hug stated the following: he sold off the house to the north on the plat and also sold off five acres on the northeast corner and he is trying to sell off 40 acres on the southeast corner. He is trying to increase it to 40 acres because he was trying to sell another house off another corner of the property. Member Bostic stated the following: I think I am going to be voting with Chairman Sweeney. I think this man runs circles around us and he needs to be the one coming to the door with his hat in his hand. If there are fees involved then I say he pays them. Chairman Sweeney stated the following: our State's Attorney's office now has indicated that he can, that we can deny it and he can avoid it. Member Segobiano stated the following: there has been some very good discussion here this morning and I would just like to speak in behalf of the Land Use Committee which I happen to be a Member of. I think that as some citizens and some Board Members have attended recent Land Use Committee meetings, there have been questions and concerns raised. In fact, after the last month's Board meeting there was a workshop for some of our concerns. A lot of this stuff is not new and we are trying to work through it but I guess it goes back to the old saying that you can't throw the baby out with the bathwater. This Board did adopt some zoning rules

and regulations regarding the building a home for your children. That was established in 1974. It was extracted from that Zoning Code and then reinstated in 2000. There is strictly a violation here. What is an exception? When we start making exceptions, when we have a rule or a set of zoning codes that are broken then fix it once and for all for everyone and treat everyone with respect, We should not make a privileged decision for one and ignore the request of another. If we have something that needs to be fixed, we should fix it. I think that the Land Use Committee is working in regards to all those issues. I think we need to support the Zoning Board of Appeal's motion here and let that gentleman come in and settle the differences with our Zoning office. We are in a growing community. There is no doubt about that. The Town of Normal and City of Bloomington can be annexed within a mile and a half and we just stand by and look. I know there has been some interest down in Springfield to justify that but it hasn't taken place. It is a game of politics. We are going to be confronted with the community of Downs growing one of these days and Hudson. We are just at the limits of each one. So there are a lot of problems facing the Land Use Committee. They are not sitting idly by; they are trying to address those. I think we support the Zoning Board of Appeals in their motion here today. Look at the situation and bring recommendation back to the Board in conjunction with the findings of our Zoning office. Member Sorensen stated the following: I absolutely agree with everything that Member Segobiano said and I support the Land Use Committee. I understand that they have substantial challenges. My concern here is fundamentally that the one way for this guy to get out of this situation if we deny this special use is either to wait a year or to parcel off his farm and sell a big chunk of it or all of it. I guess if our role here is to preserve farmland making him parcel off 40 acres to sell his house probably isn't the answer. That said we will let it go to a vote. Sorensen/Hoselton made a Substitute Motion to refer this back to staff and ZBA for the purpose of trying to work out an agreement with this land owner. I am not suggesting that we compromise our standards only that we provide an additional option that lets us get around this one year hiatus between special use filings. Why make him repay the filing fee if we are going to do that. Basically what I am suggesting is allow an amendment to allow this special use permit and resubmit it. Chairman Sweeney asked the following: does everybody understand the Substitute Motion? Member Segobiano asked the following: just for clarification, are we talking about an amendment to the Zoning Ordinance or an amendment to this filing fee? Member Sorensen stated the following: it is an amendment to this special use request. Member Segobiano asked the following: what prevents others from using this vehicle in the future? Member Selzer stated the following: nothing and I think that is the point. We are the stopgap. We are not giving the Zoning Board of Appeals final say on everything. Without us, they would have absolute final say on everything that happens. I would never want to see that changed. I am not saying we shouldn't override them. I just had a question. That's why we get packets and minutes because if we were super people we could go to every meeting in the County. Member Gordon stated the following: I am looking at page 14 which only reports the roll call vote. The fact that the vote was divided and the fact that two of the seven Members were absent, somewhat to

my own surprise, impels me to support the motion to refer back to ZBA. I am concerned and I share the concern about precedent setting but the Board always has the option to overrule on a case by case basis. If we set a precedent we may be inviting trouble but I frankly believe that this sort of precedent is not going to be abused or taken advantage of at great expense, great cost of our time and attention. The fact that two Members were absent on a closely divided ZBA vote suggests that perhaps an amendment might be negotiated. Mr. Dick said there might be action taken if there is a resolution of the differences between the ZBA and the applicant so I am going to support Member Sorensen's motion. Member Bostic stated the following: as the house was being constructed and we sent a letter out there telling them to cease and desist, did we have any vehicle at that time to put a little more strength in that? Mr. Hug stated the following: I believe a stop work order may have been delivered. Normally when someone receives a stop work order, and I believe the applicant admitted that he had received that but decided to proceed anyway, contractors will stop work. If need be, we can go to court and stop them. This gentleman has worked construction and knows of the obligation to get permits. He admitted he made a conscious decision to complete the house despite the fact that we had told him to stop. Member Selzer stated the following: I think that should have been reflected in the minutes and that and that's why I had questions because we don't have any of that information. Member Bostic stated the following: when something like this occurs, I am very disturbed to think that Building and Zoning or the Health Department does not come into your office or Chairman Gordon's say look we've got a problem, get all these guns arrayed, and maybe jerk that guy in here to talk to him since it's an ongoing problem. Now here we are. We've got a house that's sitting there done. Chairman Sweeney stated the following: a Member has called for the question. Did you want to speak, Mr. Dick? Mr. Dick stated the following: the reason that we really couldn't put a stop work order on it is because he told us that he was building it for himself and we just told him that he was on record. It is going to be very difficult for him to set it aside. Clerk Milton shows the roll call vote as follows: Harding-no, Hoselton-yes, Moss-no, Nuckolls-no, O'Connor-no, Owens-no, Segobiano-no, Selzer-yes, Sorensen-yes, Ahart-yes, Bass-no, Berglund-no, Bostic-no, Cavallini-no, Dean-yes, Gordon-yes, and Sweeney-no. Substitute Motion defeated eleven to six. Chairman Sweeney stated the following: now we are back tot the main motion to deny the request. A yes vote means you are denying and a no vote means that you are not. Clerk Milton shows the roll call vote as follows: Harding-yes, Hoselton-yes, Moss-yes, Nuckolls-yes, O'Connor-yes, Owens-yes, Segobiano-yes, Selzer-yes, Sorensen-no, Ahart-yes, Bass-yes, Berglund-yes, Bostic-yes, Cavallini-yes, Dean-yes, Gordon-no, and Sweeney-yes. Motion defeated eleven to six. Chairman Sweeney stated the following: motion passes to deny. Member Gordon stated the following: our General Report is found on pages 220-235. Chairman Sweeney stated the following: I was going to wait until the end but I think I will make a comment. Bill Wills would have been very happy about that discussion.

FINANCE COMMITTEE:
Member Sorensen, Chairman, presented the following:

**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:

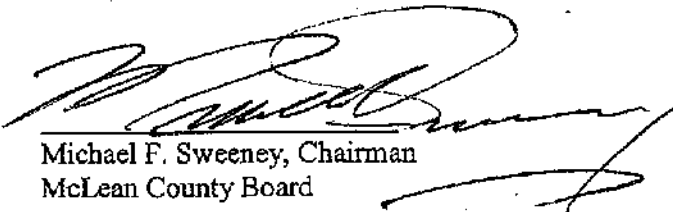
- (1) The McLean County Board hereby approves the recommendation received from the Supervisor of Arrowsmith Township to relocate precinct #1 to the Arrowsmith Village Hall, North Main Street, Arrowsmith, Illinois.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified 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

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
supervisor

Members Sorensen/Bass moved the County Board approve a Request for Approval for Change in Polling Place for Arrowsmith Township – County Clerk. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**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,

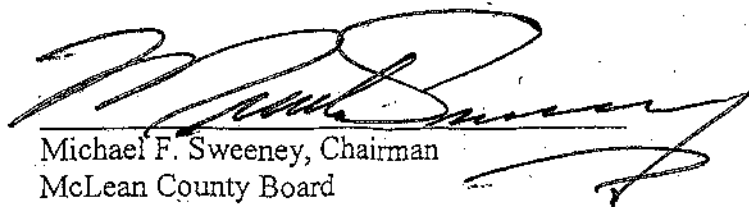
WHEREAS, the McLean County Board of Health has approved the McLean County Health Department's active participation in the Illinois Public Health Mutual Aid System and recommended that the McLean County Board also approve the intergovernmental agreement authorizing the McLean County Health Department's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

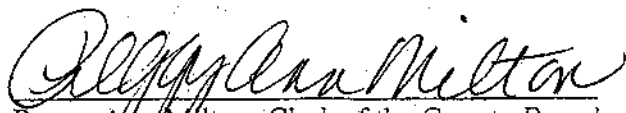
ADOPTED by the McLean County Board this 19th day of October, 2004.

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

Keller, Bob

From: GEORGE RUDIS [GRUDIS@idph.state.il.us]
Sent: Thursday, July 29, 2004 4:35 PM
To: hchd@adams.net; jcadog@aol.com; rpetersdmr@aol.com; wilhelm_john@cdph.org; gripka@cin.net; jerry@cityofevanston.org; nbluhm@co.adams.il.us; dgalassie@co.lake.il.us; pjmcnult@co.mchenry.il.us; wtrute@co.rock-island.il.us; jims@co.sangamon.il.us; shelbyhealth@consolidated.net; gggrigsby@ctitech.com; dking@cuphd.org; rcooke@cwlp.com; kgrush@dekalbcounty.org; llewis@dupagehealth.org; epatton@eshd.org; calchd@ezi.com; menard@famvid.com; mengland@fultoncountyhealth.com; phin@hcil.net; jworkman@healthdept.org; s7lgarner@hotmail.com; samarti@hotmail.com; tjokisch@hotmail.com; tsmith1734@hotmail.com; mlm@jchdonline.org; gchance@knoxcountyhealth.org; mhillman@lchd.us; mhilliar@logancountyhealth.org; mchd@macomb.com; Keller, Bob; hchd@midwest.net; richp@midwest.net; dpbchd98@monticello.net; tazewell@mtco.com; aminor@netcare-il.com; dobrien@oglecounty.org; moco hd@one-eleven.net; kevinh@scchd.org; Lowell.Huckleberry@skokie.org; bchdx@theramp.net; slaker@vchd.org; polyak@vil.oak-park.il.us; cindy@wabashhealth.org; mbacon@wchd.org; jzelko@willcountyhealth.org; fedgar61920@yahoo.com; misskitty55_2000@yahoo.com
Cc: Hlnjbkr@aol.com; ANNE MURPHY; ERIC WHITAKER; GARY ROBINSON; LEE ANN SCHOEFFEL; TOM SCHAFFER
Subject: Intergovernmental Mutual Aid Agreement



04June04FINALIPH
MAS.pdf (25 KB...

FROM ERIC WHITAKER, M.D, M.P.H.

I am proud to announce that the Intergovernmental Mutual Aid Agreement for the establishment of the Illinois Public Health Mutual Aid System (IPHMAS) has been endorsed by the Local Health Liaison Committee.

The attached intergovernmental mutual aid agreement can be entered into by units of local government having a certified local health department to allow mutual aid and assistance among certified local health departments during an emergency. This agreement creates a mutual aid system for local health departments that is similar to the Mutual Aid Box Alarm System (MABAS) among fire departments and the Illinois Law Enforcement Alarm System (ILEAS) among law enforcement agencies.

This document has been in draft format for over a year. Department legal staff worked with local health department attorneys from the Cook County Department of Public Health, Chicago Department of Public Health, Kane County Health Department, DuPage County Health Department and the City of Springfield to make it an effective means to ensure mutual aid.

This document has been revised to include county board approval, clarification of parties, and its limitation to certified local health departments. This agreement ensures that each IPHMAS member entity shall be responsible for maintaining its own insurance program.

This agreement also states that an Executive Board, composed of 9 representatives from the IPHMAS member entities, be established for the purpose of facilitating requests for assistance, gathering data regarding requests for mutual aid, disseminating outcomes information regarding mutual aid requests and performing all duties set out in the Mutual Aid Agreement. The rendering of aid and assistance under the terms of this agreement shall be voluntary. I would like to thank the Illinois Association of Boards of Health for raising the issue of mutual aid and Steve Laker for his role in finalizing this agreement.



McLean County

Health Department

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

Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director

A handwritten signature in black ink, appearing to be 'RJK', is written over the name 'Robert J. Keller'.

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.

Members Sorensen/Berglund moved the County Board approve a Requests for 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) and an Intergovernmental Mutual Aid Agreement for the Establishment of the Illinois Public Health Mutual Aid System (IPHMAS) – Health Department. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

**RESOLUTION AMENDING THE FUNDED
FULL-TIME EQUIVALENT POSITIONS RESOLUTION
FOR 2004**

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions (FTE) Resolution on November 18, 2003 which became effective on January 1, 2004; and,

WHEREAS, the State's Attorney's Office has obtained a grant to fund two positions relating to a multidisciplinary approach to domestic violence; and,

WHEREAS, the Finance Committee, at a special meeting on October 19, 2004, recommended the approval of this change in the Full-Time Equivalent Positions Resolution for the remainder of the 2004 Fiscal Year; now, therefore,

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

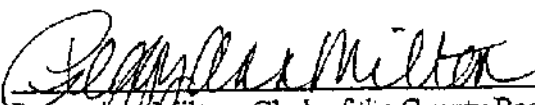
<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0020-00XX	11	0503.1106 (full-time) Assistant State's Attorney II	0.00	0.21	0.21
0001-0020-00XX	7	0503.0016 (full-time) Admin. Support Supervisor I	0.00	0.21	0.21
		TOTAL	0.00	0.42	0.42

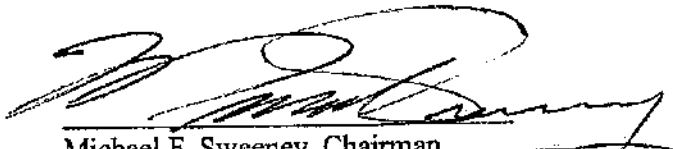
BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the State's Attorney's Office, the County Treasurer, and the County Administrator's Office.

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

Members Sorensen/Ahart moved the County Board approve a Request for Approval of a Resolution Amending the Funded Full-time Equivalent Positions Resolution for 2004 - State's Attorneys Office - ICJIA Multi-Agency Domestic Violence Grant. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen, Chairman, presented the following:

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE REQUEST RECEIVED FROM
THE COUNTY CLERK TO APPROVE THE
SUPPLEMENTAL LIST OF JUDGES OF ELECTION

WHEREAS, pursuant to 10 *Illinois Compiled Statutes 5/13-2* (2002), the County Board shall at its meeting in May in each even-numbered year select in each election precinct in the county, five capable and discreet persons to be judges of election who shall possess the qualifications required by this Act for such judges; and,

WHEREAS, at the May 18, 2004 meeting of the McLean County Board, the County Clerk recommended and the McLean County Board approved the List of Judges of Election; and,

WHEREAS, the County Clerk recommends to the McLean County Board that a supplemental list of Judges of Election be approved; and,

WHEREAS, the Finance Committee, at a special Committee meeting on Tuesday, October 19, 2004, recommended approval of the supplemental list of Judges of Election, as submitted by the County Clerk; now, therefore,

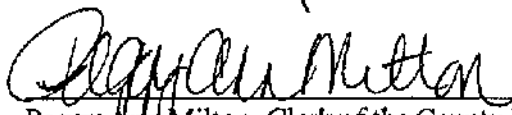
BE IT RESOLVED by the McLean County Board as follows:

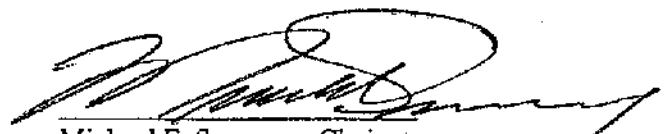
- (1) The McLean County Board hereby approves the supplemental list of Judges of Election, as submitted by the County Clerk, and as attached to this Resolution.
- (2) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the McLean County Clerk and 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

Judges of Election Supplemental List (In Precinct Order)

Rank	Last Name	First and Middle Name	Address	City Zip	Home Phone	Second Phone	Pty	Pct
NC	Chambers	Katie R	5 Circle Ln	Stanford, IL 61774	309-379-7871		D	0101
NC	Brendel	Kathryn	40502 E North Rd	Bellflower, IL 61724	309-722-3281		R	0401
NC	Dunlap	Bonnie	41576 E 100 North Rd	Fisher, IL 61843	217-897-1446		R	0401
NC	Fernald	Sharon	5778 N 400 East Rd	Saybrook, IL 61770	309-722-3468		R	0401
NC	Furk	Valerie	16106 Raintree Rd	Bloomington, IL 61704	309-827-0225	309-862-3947	R	0502
NC	Bradd	Deborah	709 S Main St	Saybrook, IL 61770	309-275-2884	217-384-3733	D	0701
NC	Birch	Diana Kay	1001 Warren St	Chenoa, IL 61726	309-945-7789		R	0801
NC	Hetman	Vicki	320 Weir St	Chenoa, IL 61726	309-945-7143		R	0801
NC	Johnson	Carol	27577 E 2900 North Rd	Chenoa, IL 61726	309-945-7667		R	0801
NC	Kaufman	Marilyn	411 Lincoln St	Chenoa, IL 61726	309-945-5941		R	0801
NC	Vendetti	Martha J	24845 E 3000 North Rd	Chenoa, IL 61726	309-747-2740	309-830-6996	R	0802
NC	Beyer	Janet	39143 E 2300 North Rd	Cropsey, IL 61731	309-377-2261		R	0901
*NC	Gebhardt	Georgia	10720 Ohio St	Shirley, IL 61772	309-828-8048		D	1001
NC	Murray	John W	13612 Fawn Dr	Bloomington, IL 61704	309-766-2794	309-820-0740	R	1001
NC	Decker	Geraldine V	9594 Challenger Dr	Bloomington, IL 61704	309-963-6380		D	1401
*NC	Kendall	Annie	810 Jodi Ave	LeRoy, IL 61752	309-962-2595	309-825-4584	R	1501
*NC	Russell	Dan L	305 W Wayne	LeRoy, IL 61752	309-962-2541	309-531-9386	R	1502
*NC	Cormier	Laura B	710 E Pine St	LeRoy, IL 61752	309-962-2060	309-532-1229	D	1503
NC	Rutledge	Rose A	6983 E 300 North Rd	McLean, IL 61754	309-962-8404		D	1601
NC	Cameron	Susan	2393 N 1100 East Rd	Heyworth, IL 61745	309-874-2668		R	1601
NC	Fonger	Lotus Sherrita	8492 E 200 North Rd	McLean, IL 61754	309-874-2024		R	1601
NC	Goodrich	Laurie	8188 E 550 North Rd	Shirley, IL 61772	309-874-3205		R	1601
*NC	Ortega	Jessica	109 E Fifth St	Gridley, IL 61744	309-747-4248		R	1701
*NC	Blue	Kayla	112 W Eighth St	Gridley, IL 61744	309-747-3115	309-825-1890	D	1702
*NC	Porzelius	Brooke E	PO Box 235	Gridley, IL 61744	309-747-3082	309-310-5770	R	1702
NC	Kraft	Malisa F	407 N West St	Hudson, IL 61748	309-726-9224	309-825-1235	R	1801
NC	Ferguson	Pauline	24379 N 3300 East Rd	Colfax, IL 61728	309-723-6608		D	1901
NC	Ballantini, Jr	Robert	308 E North St	Lexington, IL 61753	309-365-5681		R	2001
NC	Peavler	Leah Diane	107 Eastview	Lexington, IL 61753	309-365-8729		R	2001
*NC	Thomas	Heather	115 Hilton Dr	Lexington, IL 61753	309-365-8026	309-242-8029	R	2001
*NC	Althouse	Heather R	109 Babette Dr	Lexington, IL 61753	309-365-4251	309-825-9261	R	2002

* Denotes High School Senior

**Judges of Election Supplemental List
(In Precinct Order)**

Rank	Last Name	First and Middle Name	Address	City Zip	Home Phone	Second Phone	Pty	Pct
*NC	Hayes	Samantha	26463 Pleasant Hill Rd	Lexington, IL 61753	309-365-7144	309-262-2202	D	2002
NC	Browning	Carol	18278 Teepee Trail	Hudson, IL 61748	309-747-3441		D	2201
NC	Browning	Kenneth	18278 Teepee Trail	Hudson, IL 61748	309-747-3441		R	2201
*NC	Riley	Kaelyn	25446 White Tail Trace	Lexington, IL 61753	309-747-3163	309-275-4355	D	2201
NC	Miller	Carol Ann	21243 Hidden Valley Loop	Lexington, IL 61753	309-365-8648		R	2201
*NC	Adams	Rachel	302 W North St	McLean, IL 61754	309-874-3249		R	2301
NC	Roeder	Bridget	19912 Lakewood Dr	Bloomington, IL 61704	309-530-4818	309-664-4638	R	2401
NC	Angel	Dawn M	14646 E 300 North Rd	Heyworth, IL 61745	309-473-9236	309-735-3407	R	2501
NC	Black	Michael	306 1/2 N Vine St	Heyworth, IL 61745	309-826-0204		D	2501
NC	Mc Neely	Kathryn Ann	106 S Hilton Drive	Heyworth, IL 61745	309-473-2283		R	2501
NC	Noth	Fern	3312 N 1475 East Rd	Heyworth, IL 61745	309-473-3222		R	2501
NC	Noth	Theron	3312 N 1475 East Rd	Heyworth, IL 61745	309-473-3222		R	2501
NC	Geosling	Sherrie	15849 E 300 North Rd	Heyworth, IL 61745	309-473-2175		R	2502
*NC	Johnston	Ashley	16642 E 325 North	Heyworth, IL 61745	309-473-3342		R	2502
NC	Mc Lean	Rebekah	3540 N 1775 East Rd	Heyworth, IL 61745	309-473-3035		R	2502
NC	Rineer	Laura	3540 N 1775 East Rd	Heyworth, IL 61745	309-473-3035		R	2502
NC	Foster	Susan	18869 N 2150 East Rd	Towanda, IL 61776	309-728-2157		R	2601
NC	Heggie	Dawn	20510 E 1600 North Rd	Normal, IL 61761	309-661-1486		R	2601
NC	Rutledge	Rose	4377 N 3200 East Rd	Arrowsmith, IL 61722	309-962-8404		R	2701
NC	Johnson	Cheryl	29393 N 3260 East Rd	Chenoa, IL 61726	815-945-7968		D	2901
NC	Fischer	Marjorie	415 Rinney Dr	Normal, IL 61761	309-452-0914		R	3001
NC	Flood	Helen	817 Sheridan Rd	Normal, IL 61761	309-454-4831		R	3004
NC	James	Jerry	1402 Baugh Dr	Normal, IL 61761	309-287-7738	309-735-7129	D	3005
NC	Brucker	Roger Gene	303 Centennial Ave	Normal, IL 61761	309-452-0691	309-826-4733	R	3006
NC	Krippenstapel	M Louise	304 S Linden St	Normal, IL 61761	309-452-7672	309-268-8284	D	3007
NC	Burger	Robert	107 N Blair Dr, Apt 1	Normal, IL 61761	309-862-2762		R	3007
NC	Duncan	Roy	1609 Tompkins Dr	Normal, IL 61761	309-452-8047		D	3013
NC	Oakley	Cheri L	413 Robert Dr	Normal, IL 61761	309-261-1683	309-735-7288	R	3012
*NC	Stewart	Kerry	1613 Tompkins Dr	Normal, IL 61761			D	3013
NC	Duncan	Lois	1609 Tompkins Dr	Normal, IL 61761	309-452-8047		R	3013
NC	Robinson	Edward	312 N Bone Dr	Normal, IL 61761	309-451-9266		R	3013

* Denotes High School Senior

**Judges of Election Supplemental List
(In Precinct Order)**

Rank	Last Name	First and Middle Name	Address	City Zip	Home Phone	Second Phone	Pty	Pct
NC	Luster	Patrick	113 W Willow St, Apt 2	Normal, IL 61761	309-438-7744	309-728-5878	D	3014
NC	Farraher	Vikki	1409 Dublin Dr	Normal, IL 61761	309-862-4550	309-735-8225	D	3016
NC	Marsh	Jacob	1702 Jacobssen Dr	Normal, IL 61761	309-862-3655		D	3018
NC	Kao	Joseph S	1266 Lodge Pole Ln	Normal, IL 61761	309-454-3931	309-826-3431	R	3018
NC	Kao	Kimberly M	1266 Lodge Pole Ln	Normal, IL 61761	309-454-3931		R	3018
*NC	Reoch	Matthew	1713 Truman Dr	Normal, IL 61761	309-452-0145		R	3018
NC	Youngman	Jan	1196 Heron Dr	Normal, IL 61761	309-452-5825		R	3018
NC	Zoeller	Harriet D	309 Fieldcrest Ct	Normal, IL 61761	309-451-8086		R	3018
NC	Campbell	Carla	1500 Dublin Dr	Normal, IL 61761	309-451-1988	309-763-6609	D	3019
NC	Edwards	Mary Lynn	606 E Carriage Hills Rd	Normal, IL 61761	309-452-2593		D	3019
NC	Edwards	Philip	606 E Carriage Hills Rd	Normal, IL 61761	309-452-2593		R	3019
NC	Ohler	Julie	1614 Cheyenne Ln	Normal, IL 61761	309-454-3019		R	3019
NC	Schieler	Mary K	1101 Sawgrass Dr	Normal, IL 61761	309-454-2480	309-766-7731	R	3019
NC	Hunter	Marsha	603 Wildberry Dr	Normal, IL 61761	309-452-5279		D	3020
NC	Laleman	Richard	107 Regal Dr	Normal, IL 61761	309-452-3257		D	3020
*NC	Stadnik	Tomek	350 Basswood Ln	Normal, IL 61761	309-454-8426		D	3020
NC	Adelsberger	Teresa	475 Beechwood Ct	Normal, IL 61761	309-242-4844		R	3020
NC	Evans	Neal	300 Shelbourne Ave, Apt 92	Normal, IL 61761	309-438-3643		R	3020
NC	Steele	Christopher	400 Covey Ct	Normal, IL 61761	309-451-4932		R	3020
NC	Teuscher	Barbara L	1717 Stter St	Normal, IL 61761	309-452-9397		R	3020
NC	Theobald	Lucile	507 Plumage Ct	Normal, IL 61761	309-454-2576		R	3020
NC	Thomas	Russel L	304 Covey Ct	Normal, IL 61761	309-454-1434		R	3020
NC	Whitman	Jane	1707 Sunrise Pt	Normal, IL 61761	309-454-8770		R	3020
NC	Grupp	Janet	414 Bradley Ln	Normal, IL 61761	309-452-2264		D	3021
NC	Williams	Christie	409 Alden Dr	Normal, IL 61761	309-454-4663		D	3021
NC	Fogel	Sharon	503 Bradley Ln	Normal, IL 61761	309-454-1905		R	3021
NC	Howerton	Brenda	228 Martin St	Normal, IL 61761	309-268-9001		R	3021
NC	Sprague	Louise	411 Warren Ave	Normal, IL 61761	309-452-1253		R	3021
NC	Engel	Galen	1011 N Fell Ave	Normal, IL 61761	309-452-9692		R	3022
NC	Gordon	Glenn	811 N School St	Normal, IL 61761	309-454-3161		R	3022
NC	Beach Davis	Janet	1912 Lambert Dr Dr	Normal, IL 61761	309-454-7889		D	3024

* Denotes High School Senior

Judges of Election Supplemental List (In Precinct Order)

Rank	Last Name	First and Middle Name	Address	City Zip	Home Phone	Second Phone	Pty	Pct
NC	Estep	Erik	1707 Rockingham Dr, Apt A	Normal, IL 61761	309-862-2943		D	3024
NC	Mc Intosh-Estep	Bernadette	1707 Rockingham Dr, Apt A	Normal, IL 61761	309-862-2943		D	3024
NC	Mills	Magdalene Kay	1934 Lambert Dr	Normal, IL 61761	309-454-4419		D	3024
NC	Waggoner	Jason	100 Crossing	Normal, IL 61761	309-862-3533		D	3024
NC	Webb	Deborah	1701 Rockingham Dr, #3	Normal, IL 61761	309-451-3345		D	3024
NC	Zorpetti	Dennis R	101 Northfield Dr, E6	Normal, IL 61761	309-532-2850		D	3024
NC	DiNardi	Evelyn	2022 Lambert Dr	Normal, IL 61761	309-454-3461		R	3024
NC	Orwig	Merle	2021 Kennedy Ln	Normal, IL 61761	309-454-6088		R	3024
NC	Rimshas	Michael	2011 Kennedy Ln	Normal, IL 61761	309-454-4593		R	3024
NC	Rimshas	Nancy	2011 Kennedy Ln	Normal, IL 61761	309-454-4593		R	3024
NC	Robertson	Robert	1903 Kennedy Ln	Normal, IL 61761	309-454-8862		R	3024
NC	Mc Kinnis	Jacalyn B	2485 Heather Ridge Dr	Normal, IL 61761	309-454-2967	309-212-2291	R	3026
NC	Teal	David L	1405 Tamarack CC Trl	Normal, IL 61761	309-451-0032	309-766-8099	R	3026
211 City of Bloomington Judges								
NC	Armstrong	Erica	1211 Rosney Ave	Bloomington, IL 61701	309-828-1436		D	4040
NC	Carter	Dustin	4 Edvanrdinsh Way	Bloomington, IL 61701	309-825-7358	309-735-3746	D	4040
NC	Krajewski	Joan	2004 Berrywood Ln	Bloomington, IL 61704	309-662-4435	309-838-1935	D	4040
NC	Mc Dade	Jennifer	1104 E Monroe St	Bloomington, IL 61701	309-828-0021		D	4040
*NC	Mertes	Brad	1907 E Jackson St	Bloomington, IL 61701	309-663-6680		D	4040
*NC	Porter	Robert	702 S Moore St	Bloomington, IL 61701			D	4040
NC	Reynen	Scott	301 E Grove St, Apt B5	Bloomington, IL 61701	309-310-2893		D	4040
*NC	Adam	Timothy	3301 Peppertree Ln	Bloomington, IL 61704	309-664-6729		R	4040
*NC	Adam	Jolene	3712 Armstrong Dr	Bloomington, IL 61704	309-661-8779	309-830-2181	R	4040
*NC	Basolo	Melissa	212 Fleetwood Dr	Bloomington, IL 61701	309-662-0021		R	4040
NC	Brandt	Kelli		Bloomington, IL 61701	309-829-4242		R	4040
*NC	Graves	Tabitha	1306 S Koch St	Bloomington, IL 61701	309-829-6489	309-530-0811	R	4040
*NC	Hughey	Alyssa	2803 Richard Rd	Bloomington, IL 61704	309-661-1338	309-261-3346	R	4040
NC	Kauffman	Vickie	2006 Lake Bluff Rd	Bloomington, IL 61704	309-828-2504	309-212-2843	R	4040

* Denotes High School Senior

Judges of Election Supplemental List
(In Precinct Order)

Rank	Last Name	First and Middle Name	Address	City Zip	Home Phone	Second Phone	Pty	Pct
*NC	Koehl	Shannon L	808 Towanda Ave	Bloomington, IL 61701	309-829-2208	309-242-1586	D	4040
*NC	Komar	Genny	1225 Bancroft Dr	Bloomington, IL 61704	309-663-0396		R	4040
NC	Smit	Mihkel L K	2407 Clarkson Ln	Bloomington, IL 61704	309-664-6173		R	4040
NC	Newton	Conway	106 N Devonshire Dr	Bloomington, IL 61704	309-662-5894		R	4040
Corrections/Changes to Original List								
NC	Holschen	Roy	1106 S McLean St	Hudson, IL 61748	309-726-1986		R	1801
NC	Friedmansky, Jr	Peter	110 Kenneth Dr	Lexington, IL 61753	309-365-8081	309-838-9260	R	2001
NC	Stephens	Joseph	1928 Claremont CC Commons	Normal, IL 61761	309-862-2821		D	3025



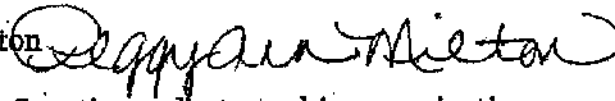
PeggyAnn Milton
McLean County Clerk
(309) 888-5190
Fax (309) 888-5932
Tax Administration (309) 888-5187
Elections Administration (309) 888-5186
104 W. Front Street, Room 704 • P.O. Box 2400 • Bloomington, IL 61702-2400
E-mail: peggyann@mclean.gov Website: www.mclean.gov/countyclerk

We've moved to:

Government Center
115 E Washington Street, Room 102
P.O. Box 2400
Bloomington, IL 61702-2400

DATE: October 13, 2004

TO: Chairman Sorensen
Honorable Members of the Finance Committee

FROM: Peggy Ann Milton 

RE: 10 ILCS 5/13-2 Counties under township organization
Appointment of Judges of Election

As you are aware, Election Judges are a vital part of the election process. We are always encouraging McLean County's electorate to consider working as an Election Judge. We have been working with Precinct Committeemen, Central Committee Chairmen, High School Principals, and the general public and have been very successful at adding additional names to the Election Judge roster.

Attached is the list of additional Judges of Election candidates. Individuals listed were not submitted during the May 2004 Board meeting when you when you initially approved Judges of Election. You will note some of the data (address, phone, etc.) is not listed. The information has been requested and is forthcoming.

Your approval of the attached list for further confirmation by the Circuit Court would be appreciated.

Thank you.

Enclosure

Members Sorensen/Hoselton moved the County Board approve a Request for Approval of a Resolution Approving the Request from the County Clerk to Approve the Supplemental List of Judges of Election – County Clerk's Office. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Member Sorensen stated the following: the Finance Committee's General Reports are pages 259-268 of your packets.

REPORT OF THE COUNTY ADMINISTRATOR:

Mr. Zeunik stated the following: I have nothing this morning.

OTHER BUSINESS AND COMMUNICATION:

Member Segobiano stated the following: I wanted to make reference to the article in the Pantagraph. Everything done by this Board does not appear to the public or appear in the Pantagraph. I want to thank Mr. Zeunik for handling an issue that the Land Use Committee has been struggling with. We had a citizen who had a complaint and had gone out and taken some photographs. It ended up being three sites and rather confusing and Mr. Zeunik gave him the time to come up and share those photos and the EPA gentleman was here the following day and walked to those sites and made a report. We followed up on a report from the citizens that was vital information for the Committee. Those types of things, advancing the needs and concerns of citizens sometimes go unreported. I want to thank Mr. Zeunik publicly for giving the gentleman the time. We do follow through on things that just don't appear in the Pantagraph. Chairman Sweeney stated the following: I will add to that a little bit. He talked about nine committees and over four years ago we decided to have it be six. So he is off by four years and then the other thing is that during the budgeting process, the Finance Committee has met for over five hours and the media has not been here. The Property Committee met for a couple hours, Justice Committee met for over three hours, the Transportation Committee met once and they still have another meeting all dealing with the budgeting process. Most of those meetings are at night. That article was inappropriate and he should have asked some people from this Board or Mr. Zeunik what is taking place. That would have been very helpful to us I think. Member Moss stated the following: allow me to point out today that in today's Pantagraph is a listing of activities in the community. It did mention the 9:00 a.m. McLean County Board Meeting. It listed our location as the Law and Justice Center. So take that for what it is worth. Member Owens stated the following: back to what Member Segobiano said about how there was a complaint and they followed up. We have a great website, in fact I think last year we were recognized at NACo for our website. This last month at Transportation there was a concerned citizen out near Danvers. They were able to e-mail Jack Mitchell's office. There is that area there they can go online and e-mail the Department Heads and file a question or complaint. Jack Mitchell brought that to the Committee and he told us how he responded. It shows that our Department Heads will follow up with those. Secondly, back to the Pantagraph, when Bob Holliday was the reporter he was at almost every Committee meeting and there was always something about that Committee meeting the following day in the paper. Bob's not doing that anymore so there has been no one there. We need to get another reporter in here to report what is going on to the committees. We've tried our best to get the information out to the media. We have an agreement with WJBC which is yet to be used in Committee that I am aware of tying into our system to record of our meetings to find out what the discussion was. So the Board I think is doing a great job of trying to get the information out to the public. Thank you to our County Administrator and to our Chairman for the various avenues that they've used to try to get information out to the public.

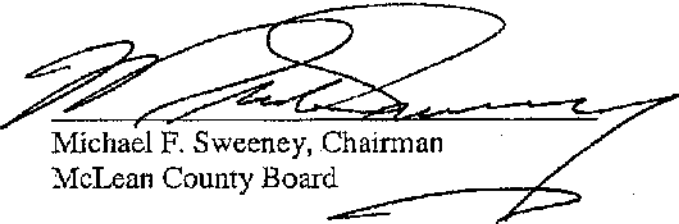
The McLean County Auditor presented the following and recommends same for payment:

MCLEAN COUNTY BOARD COMPOSITE

October 19, 2004

2004 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$255,918.93	\$255,918.93
Finance		\$574,940.14	\$574,940.14
Human Services		\$339,942.71	\$339,942.71
Justice	\$1,171.55	\$1,646,904.33	\$1,648,075.88
Land Use		\$28,951.43	\$28,951.43
Property		\$1,828,260.99	\$1,828,260.99
Transportation		\$793,825.24	\$793,825.24
Health Board		\$352,030.07	\$352,030.07
Disability Board		\$46,884.72	\$46,884.72
T. B. Board		\$18,434.67	\$18,434.67
Total	\$1,171.55	\$5,886,093.23	\$5,887,264.78




Michael F. Sweeney, Chairman
McLean County Board

Members Bostic/Owens moved the County Board approve the bills as presented, cast unanimous ballot, and authorize Chairman Sweeney to sign them. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Members Selzer/Bostic moved for adjournment until Tuesday, November 16, 2004 at 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois. Clerk Milton shows all Members present voting in favor of the Motion. Motion carried.

Time: 10:00 a.m.

Michael Sweeney
County Board Chairman



Peggy Ann Milton
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Peggy Ann Milton, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true and correct copy of the proceedings had by the McLean County Board at a meeting held on the 19th day of October, 2004, and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 10th day of November, 2004.



Peggy Ann Milton
McLean County Clerk