



JUSTICE COMMITTEE AGENDA
Government Center, Room 400

Wednesday, October 2, 2006

5:00 p.m.

1. Roll Call
2. Chairman's Approval of Minutes – September 6, 2006
August 22, 2006 (Stand-up)
3. Appearance by Members of the Public
4. Departmental Matters:
 - A. Beth C. Kimmerling, McLean County Coroner
 - 1) Items to be Presented for Information:
 - a) Monthly Report, August 2006 1
 - b) General Report
 - c) Other
 - B. Amy Davis, Public Defender
 - 1) Items to be Presented for Information:
 - a) Monthly Caseload Report, August 2006 2-4
 - b) General Report
 - c) Other
 - C. Roxanne Castleman, Director, Court Services
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Interagency Agreement between McLean County and Chestnut Health System, Inc. 5-16

	b)	Request Approval of Agreement #604174 "McLean County Domestic Violence Multi- Disciplinary Team Program" between Court Services and the Illinois Criminal Justice Information Authority	17-50
2)		<u>Items to be Presented for Information:</u>	
	a)	Court Services Adult/Juvenile Division Statistics, August 2006	51-52
	b)	Juvenile Detention Center – McLean County Statistics, 2006	53-54
	c)	Juvenile Detention Center – Out of County Statistics, 2006	55-56
	d)	General Report	
	e)	Other	
D.		Bill Yoder, McLean County State's Attorney	
	1)	<u>Items to be Presented for Action:</u>	
	a)	Request Approval of Agreement #603170 "McLean County Domestic Violence Multi- Disciplinary Team Program" between McLean County State's Attorneys Office and the Illinois Criminal Justice Information Authority	57-89
	b)	Request Approval of a Resolution Approving McLean County's continued Participation with the State of Illinois Appellate Prosecutor's Office	90-92
	2)	<u>Items to be Presented for Information:</u>	
	a)	Monthly Caseload Report	93
	b)	Asset Forfeiture Fund Report	94
	c)	General Report	
	d)	Other	
E.		Billie Larkin, Director, Children's Advocacy Center	
	1)	<u>Items to be Presented for Information:</u>	
	a)	Monthly Statistical Report	95
	b)	CASA Report	96
	c)	General Report	
	d)	Other	
F.		Sandy Parker, McLean County Circuit Clerk	
	1)	<u>Items to be Presented for Information:</u>	
	a)	Statistical Reports, August 2006	97-105
	b)	General Report	
	c)	Other	

G. David Owens, McLean County Sheriff

1) Items to be Presented for Action:

- a) Request Approval of an Intergovernmental Agreement between the County of McLean and the City of Bloomington for Booking Services 106-110
- b) Request Approval of an Intergovernmental Agreement between the County of McLean and the Town of Normal for Booking Services 111-112
- c) Request Approval of an Intergovernmental Agreement between the County of McLean and Illinois State University for Booking Services 113-115
- d) Request Approval to Review Bids and Select Contractor for Chemical Agents to be used in the McLean County Jail Laundry and Dish Machine 116
- e) Request Approval of a Contract with Rev. Colleen Bennett for the provision of Chaplain services for the McLean County Jail 117-118
- f) Request Approval of Letter of Understanding Between McLean County Board and the Regional Office of Education for McLean and DeWitt Counties for McLean County Jail Education Program 119-121
- g) Request Approval of an Intergovernmental Agreement between the McLean County Sheriff's Department and the Law and Justice Commission, MTU #8 122-124
- h) Request Approval of an IDENTIX Livescan Maintenance Program 125-130
- i) Request Approval of a Dietary Consultant Agreement with a Registered Dietician 131-132
- j) Request Approval of Agreement #602371 "McLean County Domestic Violence Multi-Disciplinary Team Program" between The Sheriff's Department and the Illinois Criminal Justice Information Authority 133-165

2) Items to be Presented for Information:

- a) McLean County Detention Facility Population Report, September 2006 166-167
- b) General Report
- c) Other

H. John Zeunik, County Administrator

1) Items to be Presented for Action:

a) Review of Fiscal Year 2007 Recommended Budget:

(1)	Jury Commission – 0001-0018	168-169
(2)	Emergency Management Agency – 0001-0047	170-172
(3)	Court Services Department – 0001-0022	173-178
(4)	Court Services Juvenile Probation Fee Services Fund – 0145-0022	179-180
(5)	Court Services Adult Probation Fee Services Fund – 0146-0022	181-184
(6)	Court Services – Multidisciplinary Domestic Violence Grant – 0160-0022	185-186
(7)	Sheriff's Department – 0001-0029	187-192
(8)	Sheriff's Department Court Security Fund – 0141-0029	193-195
(9)	Sheriff's Department Multidisciplinary Domestic Violence Grant – 0160-0029	196-197
(10)	Merit Board – 0001-0008	198-200

5. Other Business and Communication

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

7. Adjournment

**Office of the Coroner
McLean County
AUG 2006 REPORT**

	AUG 2006	AUG 2005	TYTD 2006	LYTD 2005
<i>Cases</i>	69	62	577	560
<i>Autopsies</i>	11	4	53	55
<i>Out/County Autopsies</i>	12	25	122	202
<i>Inquests</i>	4	5	30	39

AUG TOTAL DEPOSITS

	BUDGET	ACTUAL
<i>Copy Fees</i>	\$ 6,000.00	3,769.00
<i>Morgue Fee</i>	28,750.00	24,020.00
<i>Reim/Services</i>	250.00	100.00
<i>Paid to Facilities Mgt</i>	--	6,300.00

DEATH INVESTIGATIONS THAT INCLUDE AUTOPSY AND FOLLOW-UP

Traffic Crash – 6

Medical/Sudden death – 1

Homicide – 0

Other (pending tox. & autopsy results and/or inquest ruling) – 5 (1 not an autopsy)

OPEN DEATH INVESTIGATIONS

Traffic Crash – 9 Homicide – 0

Medical/Sudden death – 1 Other/Pending - 10

October 2, 2006

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

Re: Monthly Caseload - MONTH ENDING August 31, 2006

Dear Committee Members:

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

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

CASE TYPES	MONTHLY TOTALS 2005	MONTHLY TOTALS 2006	YTD TOTALS 2005	YTD TOTALS 2006	% CHANGE YTD
FELONIES	98	77	713	651	<9%>
DRUG COURT	0	2	0	2	N/A
MISDEMEANORS	91	115	875	730	<17%>
DUI	19	29	175	187	6%
TRAFFIC	39	52	397	448	11%
JUVENILE	11	35	139	167	17%
(DELINQUENT)	2	21	67	85	21%
(ABUSE/NEGLECT)	9	14	72	82	12%
MENTAL HEALTH CASES	4	7	27	25	<7%>
Involuntary Commitment	4	7	21	25	16%
Medication Compliance Orders	0	0	6	0	<100%>
POST-CONVICTION & SVP/PCA CASES	1	0	6	3	<50%>
TOTAL	263	315	2,332	2,211	<5%>

Following are the caseload assignments to each of the full-time and contract attorneys for the reporting month of: **MONTH ENDING August 31, 2006.**

CASE TYPE	PUBLIC DEFENDER ATTORNEYS	NEW MONTHLY TOTALS	YTD TOTALS	NEW PTR/REVIEW TOTALS
Drug Court	AMY DAVIS	2	2	N/A
F	JON MCPHEE	6	68	3
F	JAMES TUSEK	4	75	7
F	RONALD LEWIS	10	76	3
F	BRIAN MCELDFOWNEY	8	79	4
F	JOHN WRIGHT-C	6	46	N/A
F	TERRY DODDS-C	7	59	N/A
F	CHRIS GRAMM-C	7	49	N/A
F	CARLA HARVEY	11	77	3
M	CARLA HARVEY	46	286	3
M	KELLY HARMS	43	245	6
M	MARINNA WRIGHT	26	197	6
F	MARINNA WRIGHT	12	76	5
TR	MATTHEW KOETTERS	22	381	5
DUI	MATTHEW KOETTERS	11	94	2
TR	CHRISTOPHER NOLAN	30	63	3
DUI	CHRISTOPHER NOLAN	18	93	2
JD	ART FELDMAN	21	85	9
JA	KELLY STACEY	12	59	N/A
JA	ROB KEIR	9	51	N/A
JA	ALAN NOVICK-C	1	6	N/A
PC/SVP	KEITH DAVIS-C	0	3	N/A
PVT	PRIVATE COUNSEL	15	214	N/A
W/D	WITHDRAWN	1	25	N/A

PTR= Petition to Revoke Probation

F = Felony

J = Juvenile

O = Other

P.C.=Post Conviction Remedy Cases

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

DUI= DUI

TR= Traffic

M= Misdemeanor

October 2, 2006

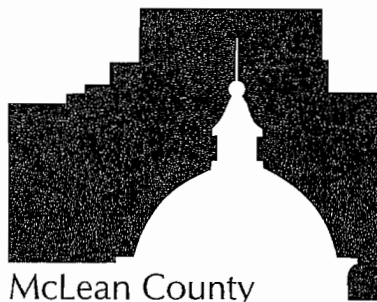
TO: Justice Committee

FROM: Amy Johnson Davis

RE: Monthly Report

AUGUST 2006 DISPOSITIONS

DISPOSITION	FELONY	MISDEMEANOR	TRAFFIC / DUI
PLEA / ORIGINAL OFFER	41	61	54
PLEA / LESSER	15	3	0
BENCH TRIAL / WIN	1	1	0
BENCH TRIAL / LOSS	0	0	0
JURY TRIAL / WIN	0	0	0
JURY TRIAL / LOSS	0	0	0
DISMISSED / UPFRONT	3	3	2
DISMISSED / TRIAL	2	17	0
KNOCKDOWN	0	0	0
DISMISSED PER PLEA	6	11	0
PRIVATE COUNSEL	11	2	2
PLEA / BLIND	3	0	0
REFILED AS FELONY	N/A	0	0
WITHDRAWN	1	0	0
DIRECTED VERDICT	0	0	0
P.D. DENIED/NOT RECOMMENDED	5	5	0



COURT SERVICES

Roxanne K. Castleman, Director

104 W. Front Street, P.O. Box 2400 Law & Justice Center Bloomington, IL 61702-2400

Adult Division: (309) 888-5360 Fax (309) 888-5434 Room 103
Juvenile Division: (309) 888-5370 Fax (309) 888-5831 Room 601

Memo

To: Honorable Members of the Justice Committee

From: Roxanne K. Castleman *RKC*

CC: Honorable Chief Judge Elizabeth A. Robb

Date: September 19, 2006

RE: Drug Court Contact with Chestnut Health Systems

I have attached for your review and approval a contract agreement between the County of McLean and Chestnut Health Systems for drug court treatment. This contract would allow Chestnut Health Systems to provide treatment services to a maximum of six (6) drug court clients for the remaining of 2006.

Chestnut has been an active member of the drug court team and has worked closely with the team in developing the treatment component of drug court. Chestnut will provide services as outlined in the contract for six (6) drug court clients during the remaining of the counties fiscal year.

This contract has been reviewed and approved by the McLean County States Attorney's office.

I will be available at the upcoming Justice meeting to answer any questions you may have regarding this issue.

AN INTERAGENCY AGREEMENT
Between
MCLEAN COUNTY, ILLINOIS
115 East Washington St., Suite 401, Bloomington, IL.
And
CHESTNUT HEALTH SYSTEM, INC
1003 Martin Luther King Drive
Bloomington, IL 61701

This Interagency Agreement is made by and between the COUNTY OF McLEAN, (herein referred to as the "County") and CHESTNUT HEALTH SYSTEMS, INC. (herein referred to as "Chestnut"). In consideration for monthly payments from the County, Chestnut agrees to provide substance abuse assessment, treatment and case management services for offenders referred by the County's Court Services Department (herein referred to as "Court Services").

The following criteria constitute the entire agreement between the County and Chestnut.

I. ASSESSMENT

A. Drug Court Services.

As part of its assessment process, Chestnut shall

1. Provide a comprehensive bio-psycho-social assessment to determine the need for substance abuse and/or chemical dependency treatment on all appropriate Drug Court participants or applicants, subsequent to screening. The assessment shall evaluate substance abuse and dependency, consistent with the criteria established in the Diagnostic and Statistical Manual- 4th Edition (DSM- IV). Drug Court candidates shall have this assessment completed within ten (10) working days of referral.
2. Complete any documentation necessary related to program evaluation.
3. Ensure that all referred offenders sign a release of information that complies with federal, state and local confidentiality regulations.

II. Treatment

As part of its treatment services, Chestnut shall:

- A. Develop an individualized treatment plan for each Drug Court participant referred by Court Services who requires treatment services, consistent with program criteria and progressive clinical theory and practices.
- B. Consistent with each Drug Court participant's individualized treatment plan:

1. Provide treatment readiness groups on an outpatient basis for any offender who needs primary treatment, but who displays a level of denial that would hinder the offender from actively engaging in treatment. Treatment readiness groups shall be designed to confront denial and educate about substance abuse.
 2. Provide weekly outpatient treatment on a group or individual basis. Such treatment shall provide experiential education and counseling about the disease of addiction, relapse prevention and the development of problem solving and coping skills;
 3. Provide relapse prevention services designed to help each offender develop a personal emergency relapse prevention strategy and to teach each offender how to identify his or her personal relapse warning signs.
 4. Provide offenders with ongoing assignments as clinically appropriate and necessary to achieve or maintain sobriety or a reduction in use.
- C. Drug Court participants will be transferred to and from varying levels of care dependent upon American Society of Addictive Medicine (ASAM) criteria. The maximum number of clients that can be treated at one time is dependent upon the availability of staff dedicated to the Drug Court Program.
- D. Provide additional treatment services as needed, either directly or by referral, including:
1. Residential, treatment, consisting of inpatient services for offenders who are unable to maintain sobriety in less intensive levels of treatment.
 2. HIV education and counseling, geared toward reducing HIV related risk-taking behavior in substance abusing populations.

III. CASE MANAGEMENT

As part of its case management services, Chestnut shall require appropriate Chestnut staff to attend meetings and case staffings within Court Services, as needed for program delivery, Court Services briefings/training, or client treatment issues.

IV. EVALUATION

To be negotiated with Lighthouse Institute, a program of Chestnut Health Systems.

V. Staffing

- A. Chestnut shall dedicate sufficient counselors to provide the agreed upon treatment, case management, and other necessary or appropriate collateral services to Drug Court participants referred by the Court Services. Chestnut staff shall minimally possess the qualifications required by the Office of Alcohol and Substance Abuse

(OASA), as described under Title 77, Chapter X, Subchapter d, part 2060, § 309, of the Illinois Administrative Code (2000).

- B. All Chestnut personnel shall observe and follow Court Services policies and procedures as they pertain to security, program guidelines and/or standards, confidentiality, and internal communications.
- D. The counselors are employees of Chestnut and will be compensated by Chestnut directly. Court Services has no direct supervisory authority over Chestnut personnel relating to hiring or firing, or the manner in which the personnel assess, counsel, or manage offenders, except through this Inter-Agency Agreement. Chestnut is an independent contractor and its employees do not acquire any employment rights with the Court Services, the County, or the State of Illinois by virtue of this Agreement. Chestnut shall be directly responsible for all necessary federal and state taxes, worker's compensation insurance, professional liability insurance, and unemployment insurance as applicable.

VI. Compensation

- A. In consideration for clinical services rendered by Chestnut personnel, the County agrees to pay Chestnut monthly, in an amount equal to itemized bills submitted to Court Services by Chestnut.
- B. Chestnut specifically agrees to provide the personnel and services identified in Appendix A of this agreement. Court Services expenditures and Chestnut staffing may be increased above specified allocation level only upon written agreement by both parties.
- C. Clinical services such as "additional treatment services" listed under Section II. D of this Agreement, shall be provided by Chestnut or other provider, at additional cost. Other than as specified in this Agreement, Chestnut agrees that it will not provide services to offenders that will incur additional costs for Court Services without prior written approval from the Director of Court Services or his/her designee.

VII. RECORDS

- A. Records will be kept on all offenders serviced by Chestnut. The records will indicate the service provided, by whom, the date, time and a narrative progress note. Chestnut staff shall also complete service documents which include the following: clinical and financial intake forms; a comprehensive bio-psycho-social assessment; a treatment plan; progress notes for individual, group and family sessions; referrals; court orders; signed release of information forms; a discharge summary; and an aftercare plan. This information will be shared with the appropriate Court Services staff through interagency reviews when authorization is present.

- B. Chestnut agrees to retain financial and program records for five (5) years following the expiration date of this agreement. Chestnut shall also maintain, for a minimum of five (5) years after completion of this agreement, 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, with appropriate authorization.
- C. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of the County for the recovery of any funds paid by the County under the agreement for which adequate books, records, and supporting documentation are not available to support the purported disbursement. Records shall be maintained beyond the five-year period if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily. If either of these two preceding conditions occurs, then records shall be retained until the audit is completed or matters at issue are resolved satisfactorily.
- D. Should the County find it necessary to initiate an audit, the County will send to Chestnut, by registered or certified letter, detailed instructions relating to the audit requirements. Financial audits shall be performed by a Certified Public Accountant or Certified Public Accounting Firm registered in the State of Illinois. The County shall pay for Audits that have been undertaken solely at its request.

VIII. CONFIDENTIALITY

- A. All communication by offenders to Chestnut and Court Services shall be kept confidential in accordance with all state and federal confidentiality guidelines. All offenders referred by Court Services shall be required to sign authorization to release information to Chestnut. Chestnut shall also require offenders to sign authorization to release information to Court Services.

IX. TERM

- A. This contract shall become effective non pro tunc on October 1, 2006, and shall terminate on December 31, 2006, unless terminated pursuant to paragraph B. below.
- B. With the mutual written consent of both parties, this Agreement may be renewed for additional periods. This Agreement does not create any expectation of renewal. In addition, each party reserves the right to terminate this contract at any time upon thirty (30) days written notice to the other party. However, in the event of default or noncompliance with the terms of this contract, it may be terminated immediately by either party.

- C. The County shall not be required to pay for services provided by Chestnut prior to the effective date of this agreement, or after the scheduled termination date of this agreement, or subsequent to an early termination of this agreement pursuant to paragraph B., unless expressly agreed to in writing.
- D. If the County notifies Chestnut that it will either terminate, not renew, extend or exercise any options beyond the term of this Agreement, Chestnut shall, upon demand:
 - 1) Cooperate with the County in assuring the transition of recipients of services hereunder for whom Chestnut will no longer be providing the same or similar services or who chose to receive services through another provider.
 - 2) Provide copies of all records requested related to recipients' services funded by the County under this Agreement.
 - 3) Grant the County reasonable access to any and all program sites serving recipients hereunder to facilitate interviews of recipients to assure a choice process by which recipients may indicate provider preference.
- E. The promises and covenants of this section shall survive the terms of this Agreement for the purposes of the necessary transition of recipients of services hereunder.

X. REQUIRED CERTIFICATIONS

Chestnut shall be responsible for compliance with the enumerated certifications to the extent that the certifications legally apply to the Provider, its subcontractors, or sub recipients. Not all certifications may apply to Chestnut, its subcontractors or sub recipients.

- A. **Bribery** -The Provider certifies that a Provider has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).
- B. **Bid Rigging** -The Provider certifies that it has not been barred from contracting with a 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 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).
- C. **Educational Loan** -The Provider certifies that it is not barred from receiving state agreements as a result of default on an educational loan (5 ILCS 385).
- D. **International Boycott** -The Provider 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 (50 U.S.C. 2401 et seq.), or the regulations of the U.S. Court Services of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

- E. **Dues and Fees** -The Provider certifies that the Provider is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them, for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1, 25/2).
- F. **Clean Air Act and Clean Water Act** -The Provider certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
- G. **Debarment** -The Provider certifies that the Provider is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal Court Services or agency (45 CFR Part76).
- H. **Pro-Children Act** -The Provider certifies that it is in compliance with the Pro-Children Act of 1994 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under 18, which services are supported by federal or state government assistance (except portions of the facilities which are used for inpatient substance abuse treatment). See 20 V.S.C. Section 6081 et seq.
- I. **Lobbying** -The Provider certifies that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan or cooperative agreement.

If any funds, other than federal appropriated funds, have been paid, or will be paid, to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit federal form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

If there are any indirect costs associated with this Agreement, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs.

The Provider must include the language of this certification in the award documents for any sub awards. All sub recipients are also subject to certification and disclosure.

XI. DISCRIMINATION

- A. Chestnut, its employees and subcontractors under contract made pursuant to this Agreement, shall comply with all applicable provisions of state and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:
1. The Illinois Human Rights Act (775 ILCS 5);
 2. Public Works Employment Discrimination Act (775 ILCS 10);
 3. The United States Civil Rights Act of 1964 (as amended), (42 U.S.C. 2000a-2000h-6);
 4. Section 504 of the Rehabilitation Act of 1973 (29 V.S.C. 794);
 5. The Americans with Disabilities Act of 1990 (42 V.S.C. 12101 et seq.);
and,
- B. Executive Orders 11246 and 11375 (Equal Employment Opportunity).
- C. Contractor agrees to have written sexual harassment policies, which satisfy the requirements set forth in Section 2-105 of the Illinois Human Rights Act. The provisions of these Acts are made a part of this contract by reference as though set forth fully herein.
- D. Any contractor with 50 or more employees that is receiving more than \$25,000 in federal funds pursuant to this agreement, and has a service population with a minority representation of 3 percent or more, must formulate, implement and maintain an equal employment opportunity program relating to employment practices affecting minority persons and women. If the Contractor has 50 or more employees is receiving more than \$25,000 in federal funds pursuant to this agreement, and has a service population with a minority representation of less than 3 percent, the Contractor must formulate, implement and maintain an equal employment opportunity program relating to practices affecting women. If either of these requirements is applicable, the Contractor must certify that an equal employment opportunity policy will be in effect on or before the effective date of the contract. A Contractor receiving more than \$500,000 in federal funds either through this agreement or in aggregate grant funds in any fiscal year, shall also submit a copy of its equal employment opportunity plan as directed by the implementing agency.

XII. PUBLICATION RIGHTS

- A. The County reserves 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 in any work developed under this agreement and any rights of copyright to which a grantee, sub grantee, or contractor purchases ownership with grant support or government funds.
- B. Except as otherwise required by law, any work product, such as written reports, memoranda, documents, recordings, drawings, data, software or other deliverables, developed in the course of or funded under this Agreement, shall be considered a work made for hire and shall remain the exclusive property of the County. There shall be no dissemination or publication of any such work product without prior written consent. Chestnut acknowledges that the County is under no obligation to give such consent and that the County may, if consent is given, give consent subject to such additional terms and conditions as the County may require. Upon written consent, Chestnut may retain copies of its work product for its own use provided that all laws, rules and regulations pertaining to confidentiality are observed.
- C. Chestnut may not copyright materials produced specifically for or arising directly out of this agreement without the prior written consent of the County. Chestnut acknowledges that the County is under no obligation to give such consent and that the County may, if consent is given, give consent subject to such additional terms and conditions as the County may require.

XIII. DRUG FREE WORKPLACE

- A. Chestnut assures compliance with all applicable federal laws and guidelines related to the Drug Control and System Improvement Grant Program, currently in effect and hereafter amended, including, but not limited to: the Anti-Drug Abuse Act of 1988, the Program Guidelines for the Drug Control and System Improvement Formula Grant Program (53 FR 52244 et seq., effective December 27, 1988), the Office of Justice Programs' Financial Guide, and the Office of Management and Budget Circulars.
- B. Chestnut certifies that neither it nor its employee's shall engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement and that Chestnut is in compliance with all the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/3 or 580/4).

XIV. LIABILITY

- A. The County assumes no liability for actions of Chestnut under this Agreement, including, but not limited to, the negligent acts and omissions of Chestnut's agents, employees and subcontractors in their performance of the Provider's duties as described under this Agreement. Chestnut agrees to hold the County harmless from any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of Chestnut,

with the exception of acts performed in conformance with an explicit, written directive of the County.

- B. Chestnut assumes no liability for actions of the County under this Agreement, including, but not limited to, the negligent acts and omissions of Court Service's agents, employees and subcontractors in their performance of Court Service's duties as described under this Agreement. The County agrees to hold Chestnut harmless from any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence or breach of contract of the County, with the exception of acts performed in conformance with an explicit, written directive of Chestnut.

XV. CONTRACTS

- A. Chestnut may not subcontract any portion of this Agreement nor delegate any duties hereunder without the County's prior written approval. In emergencies, Chestnut will request approval in writing within 7 days of the use of the subcontractor to fulfill any obligations of this Agreement. Approved subcontractors shall adhere to all other provisions of this Agreement. Chestnut understands and agrees that this Agreement may not be sold, assigned, or transferred in any manner, to include an assignment of Chestnut's rights to receive the payments hereunder, and that any actual or attempted sale, assignment, or transfer without the prior written approval of the County shall render this Agreement null, void, and of no further effect.

XVI. NOTICE OF CHANGE IN CIRCUMSTANCES

- A. In the event that Chestnut, its parent or related corporate entity, becomes a party to any litigation, investigation, or transaction that may reasonably be considered to have a material impact on the Chestnut's ability to perform under this Contract, Chestnut shall immediately notify the County in writing.

XVII. SIGNATURES

APPROVED:

APPROVED:

By: _____
Michael F. Sweeney, Chairman
McLean County Board

By: _____
Chief Operating Officer
Chestnut Health Systems

ATTEST:

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

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information



Requesting Agency or Department: McLean County Adult Court Services		This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Criminal Justice Information Authority		Grant Type: <input type="checkbox"/> Federal, CFDA #: 16-588 <input type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: 09/01/2006 End: 08/31/2007
Grant Title: McLean County Multidisciplinary Response Team			
Grant Amount: \$105,386		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: As soon as these continuations are sent back to ICJIA	
Match Amount (if applicable): Required Match :\$21,821 Overmatch: \$18,103			
Grant Total Amount: \$105,386		Source of Matching Funds (if applicable): Department	
Will it be likely to obtain this grant again next FY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="right">2.1</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$84,482</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$20,904</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$105,386</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$0</td> </tr> <tr> <td>Equipment</td> <td align="right">\$0</td> </tr> <tr> <td>Other</td> <td align="right">\$0</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$0</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$105,386</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	2.1	Personnel Cost	\$84,482	Fringe Benefit Cost	\$20,904	Total Personnel Cost	\$105,386	Additional Expenses		Subcontractors	\$0	Equipment	\$0	Other	\$0	Total Additional Expenses	\$0	GRANT TOTAL	\$105,386	Description of equipment to be purchased: N/A Description of subcontracting costs: N/A Other requirements or obligations: N/A	
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GRANT TOTAL	\$105,386																										

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

 (Roxanne Castleman) Department Head Signature Date 9-28-06
 (Jodi L. Ellsworth) Grant Administrator/Coordinator Signature (if different) Date 9/28/06

OVERSIGHT COMMITTEE APPROVAL	
Chairman _____	Date _____

PROGRAM TITLE: Domestic Violence Multi Disciplinary Team Program

AGREEMENT NUMBER: 604174

PREVIOUS AGREEMENT NUMBER(S): 602174

ESTIMATED START DATE: September 1, 2006

SOURCES OF PROGRAM FUNDING:

<i>FUND FFY 04 VAWA Funds:</i>	\$ 65,462.00
<i>Matching Funds:</i>	\$ 21,821.00
<i>Over-Matching Funds:</i>	\$ 18,103.00
Total:	\$ 105,386.00

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

ADDRESS: 104 W. Front Street Room 103
Bloomington, IL 61702

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

AUTHORIZED OFFICIAL: Michael 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 Street Room 103
Box 2400 Room 103
Bloomington, IL 61702

PROGRAM DIRECTOR: Roxanne K. Castleman
TITLE: Director
TELEPHONE: 309-888-5361
E-MAIL: Roxanne.castleman@mcleancountyil.gov

FISCAL CONTACT PERSON: Roxanne K. Castleman
AGENCY: McLean County Court Services
TITLE: Director
TELEPHONE: 309-888-5361
FAX: 309-8885434
E-MAIL: Roxanne.castleman@mcleancountyil.gov

PROGRAM CONTACT PERSON: Dallas Lyle
TITLE: Deputy Director
TELEPHONE: 309-888-5360
FAX: 309-888-5434
E-MAIL: Dallas.lyle@mcleancountyil.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 McLean County on behalf of the McLean County Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, P.O. Box 103, Bloomington, Illinois 61702, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

WHEREAS, pursuant to the 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 has been designated as the State agency responsible for administering this program; 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 2004:

- 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 specialized domestic violence court advocates in courts where a significant number of protection orders are granted, and increasing reporting and reducing attrition rates for cases involving violent crimes against women, including sexual assault and domestic violence.

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

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

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

SECTION 1. DEFINITIONS

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

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2006 through August 31, 2007.

However, no funds will flow under this agreement for the period of April 1, 2007 through August 31, 2007, unless and until the State of Illinois receives written approval of an extension to the funding period for the Women Act Formula Grant Program (04-WF-AX-0008) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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

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

SECTION 3. 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 4. PAYMENT

The maximum amount of federal funds payable under this agreement is \$65,462.00 and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in this agreement, quarterly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and 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 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 5. 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 6. NON-SUPPLANTATION

The Implementing Agency certifies that VAWA funds (Federal and match) will not be used to supplant (replace) State or local funds. VAWA funds must increase the amount that would otherwise be available to the Implementing Agency for the types of activities eligible for funding under the Violence Against Women Act of 1994.

SECTION 7. FUNDING ELIGIBILITY REQUIREMENTS

The Implementing Agency certifies that it shall develop plans for implementation of the program described in Exhibit A, and shall consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

The Implementing Agency acknowledges that to be eligible to receive Violence Against Women Act funding for victim services programs, it shall adhere to the following criteria:

- Victim services programs must, as one of their primary purposes, 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.
- 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 8. PROGRAM DESCRIPTION, BUDGET, EXHIBITS AND AMENDMENTS

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

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

SECTION 9. OBLIGATIONAL LIMITATION

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

SECTION 10. 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 11. REPORTING AND EVALUATION REQUIREMENTS

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

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

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

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

SECTION 12. MAINTENANCE OF RECORDS

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

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

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

SECTION 13. CLOSE-OUT REQUIREMENTS

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

SECTION 14. INSPECTION AND AUDIT

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

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

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

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

SECTION 15. PROCUREMENT REQUIREMENTS, REQUESTS FOR PROPOSALS

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

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

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

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

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

guidelines.

SECTION 16. SUBCONTRACTING

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

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

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

SECTION 17. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontracts 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 18. INDEPENDENT CONTRACTOR

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

SECTION 19. EQUIPMENT AND COMMODITY REQUIREMENTS

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

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

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

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

SECTION 20. CONFLICTS OF INTEREST

The Implementing Agency agrees to comply with applicable provisions of the Illinois Procurement Code (30 ILCS 500) prohibiting conflicts of interest, and all the 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. The Implementing Agency shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others.

SECTION 21. IMPLEMENTING AGENCY COMPLIANCE

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

- Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 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 2004 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), and the rules of the Authority (20 Ill. Adm. Code 1520).
- Provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 31, OJJDP grant programs; Part 33, Bureau of Justice Assistance grant programs; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part

46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).

- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; Environmental Protection Agency regulations (40 CFR Chapter 1); and Procedures for Implementing the National Environmental Policy Act (28 CFR Part 61).
- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Archeological and Historical Preservation Act of 1966, 16 U.S.C. 569a-1 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.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.

- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 22. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes new activities related to the use of federal grant or matching funds in connection with the program that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office 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 this agreement.

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

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

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

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

SECTION 23. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

If the Implementing Agency is considering renovation work that would alter or otherwise improve the exterior or interior of a structure that will be used to accommodate the grant program, the Implementing Agency certifies it shall assist the Authority and the Office on Violence Against Women (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 24. EQUAL EMPLOYMENT OPPORTUNITY PROGRAM CERTIFICATION

If the Implementing Agency has 50 or more employees and is receiving at least \$25,000 through this agreement, or another grant funded by the U.S. Department of Justice, the Implementing Agency shall formulate, implement and maintain an equal employment opportunity program in accordance with 28 CFR Part 42, Nondiscrimination; Equal Employment Opportunity; Policies and Procedures. If required by this section, the Implementing Agency certifies that an equal employment opportunity program will be in effect during the period of performance of this agreement. In addition, an Implementing Agency receiving \$500,000 or more through this agreement, or \$1,000,000 or more in aggregate grant funds in an 18 month period, shall submit a copy of its equal employment opportunity plan to the Authority.

The Implementing Agency shall complete and submit an EEO Plan Certification to the Authority. This Certification will indicate if the Implementing Agency is required to have an EEO Plan or if the Implementing Agency is exempt from this requirement.

SECTION 25. CIVIL RIGHTS COMPLIANCE CERTIFICATION

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;

- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Department of Education Non-Discrimination Regulations, 34 CFR Part 106;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25;
- The Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575;
- The State Prohibition of Goods from Forced Labor Act, 30 ILCS 583.

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

The Implementing Agency shall complete and submit a Civil Rights Certification. In the event that a federal or State court or administrative agency has made a finding of discrimination within the past 5 years after a due process hearing on the grounds of race, color, age, religion, national origin, disability, or sex against the Implementing Agency, or any subgrantee or contractor of the Implementing Agency, the Implementing Agency will forward a copy of the finding to the Authority along with the Certification. The Authority will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

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

SECTION 26. CONFIDENTIALITY OF INFORMATION

The Implementing Agency agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with this program and 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.

The Office on Violence Against Women may issue additional 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 27. DEBARMENT AND A DRUG-FREE WORKPLACE CERTIFICATION

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

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

SECTION 28. LOBBYING CERTIFICATION

Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification, of federal grants or contracts. No funds under this grant may be used, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government.

If receiving more than \$100,000 pursuant to this agreement, Implementing Agency agrees to provide a Certification Regarding Lobbying to the Authority and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this agreement, Implementing Agency will provide to the Authority a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Implementing Agency must provide these certifications and disclosures as required by the Authority.

SECTION 29. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 30. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

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

SECTION 31. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 32. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 33. DISPOSITION REPORTING CERTIFICATION

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

SECTION 34. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES CERTIFICATION

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

SECTION 35. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority and the Office 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 36. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 37. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with 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 # 2004-WF-AX-0008, 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."

Publications subject to these requirements include any planned, written, visual or sound materials, including but not limited to, brochures, booklets, videos, posters, radio and television announcements, training fliers, interim or final reports, and conference and presentation materials, that are substantively based on the project and prepared by the Implementing Agency. These requirements are inapplicable to press releases, newsletters and issue analyses.

SECTION 38. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: McLean County

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 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:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

<input type="checkbox"/>	Individual	<input checked="" 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: _____

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

SECTION 39. FEDERAL GRANT INFORMATION

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

- Federal Awarding Agency: Office of Justice Programs, Office 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 Grant Program (2004-WF-AX-0008)
- Grant Award Year: Federal Fiscal Year 2004

SECTION 40. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

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

SECTION 41. INTEGRATION

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

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

SECTION 43. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority may suspend or terminate performance of this agreement, in whole or in part, when an Implementing Agency fails to comply with any State or federal law or regulation or with the terms or conditions of this agreement. The Authority may take one or more of the following actions:

- Temporarily withhold cash payments pending correction of the deficiency by the Implementing Agency
- Disallow all or part of the cost of the activity or action not in compliance
- Wholly or partly suspend or terminate the current agreement
- Withhold further awards to the Implementing Agency
- Pursue other legal remedies, as applicable.

If the Authority terminates an agreement, the Authority will notify the Implementing Agency in writing of its decision, specify the reason, afford the Implementing Agency a reasonable time to terminate project operations, and request the Implementing Agency seek support from other sources. An agreement that is terminated pursuant to this section will be subject to the same requirements regarding audit, recordkeeping, and submission of reports as an agreement that runs for the duration of the period of performance. Any appeals will be conducted in accordance with the Authority's Operating Procedures for the Administration of Federal Funds (20 Il. Adm. Code 1520.60).

SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #604174, 603170, 602371, 605172, 602473) is conditioned upon adherence to the following special conditions by all funded partner agencies, including (*McLean County Court Services, McLean County States Attorney's Office, McLean County Sheriff's Department, Mid Central Community Action Inc., Bloomington Police Department.*)

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #604174, 603170, 602371, 605172, 602473), 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 Court Services, McLean County States Attorney's Office, McLean County Sheriff's Department, Mid Central Community Action Inc., Bloomington Police Department*) 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 (604174, 603170, 602371, 605172, 602473) shall meet regarding domestic violence

case statuses.

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

PROPOSAL NARRATIVE

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

PART I: DESCRIPTION OF PARTNERSHIP

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

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

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

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, statements from 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 or if victim safety requires. With this grant, we have been able to better coordinate our responses to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

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

The McLean County State's Attorney's Office has employed a "No Drop" policy for several years and continues to do so. Once charges are filed the State's Attorney's Office proceeds with the prosecution regardless of victim cooperation using evidence-based prosecution as described above.

Please explain your progress towards a no dual arrest policy or any extensive changes made if your MDT already has one.

The McLean County Sheriff's Department domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrests and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a no dual arrest policy in our uniform domestic violence protocol.

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

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department, and the Normal Police Department collaborated with treatment providers, victim's services, the McLean County Domestic Violence Tasks Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remained in place and were being followed until the implementation of our uniform protocol in 2005. The Steering Committee has been meeting and discussing these protocols and any changes that need to be made for our adopted uniform protocol.

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

The Family Violence Coordinating Council is a non-funded member of the MDT and is active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC Coordinator, Marcia O'Donnell, are currently working on various community awareness opportunities in local health care agencies and public and private schools regarding domestic violence. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

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

The MDT has adopted a lethality assessment tool. With the permission from the Illinois Coalition Against Domestic Violence we have created a lethality assessment tool for use within McLean County. We added items to our assessment in order to address elder abuse more thoroughly. We hope to have our entire team trained in the next month.

PART II. DESCRIPTION OF JURISDICTION

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

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

PART III: PROBLEM STATEMENT

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

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

- Continuation of Intergenerational cycle of abuse within our community.

Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow up believing domestic violence is an acceptable if not standard occurrence in life.

- Victims that have not received services-no outreach for them so they remain silent and the abuse continues

Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.

- Rapidly growing Spanish- speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.

Due to language barriers we have a funded bi-lingual advocate housed in our domestic violence unit that is available to help with bi-lingual needs of our community. She has provided more outreach to our community as well as helped numerous Spanish speaking victims when they otherwise would not have been able to be provided with services. This aspect of our Multi Disciplinary Team has been very beneficial to our success.

■The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow up in cases.

The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

■Holding the offender accountable for their actions

There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used to evidence based prosecution.

■Victims that are hostile to the prosecution process.

A lack of understanding or fear of the court system causes many domestic violence victims to fail to follow through with the prosecution process. A quicker response from the victim services and a coordinated effort from law enforcement and the State's Attorney's Office can increase victim understanding and reduce the fear of the court system.

■Lack of community awareness or education.

The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.

■Need for education of a new generation of police officers in domestic violence issues.

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

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available

in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <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 & Analysis Unit at 312/793.8550.

2001-2003

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2003	2004	2005	2003	2004	2005	2003	2004	2005
McLean County	531	524	547	578	562	571	74	93	114

Jurisdiction(s) served by your agency	Number of clients victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2003	2004	2005	2003	2004	2005	2003	2004	2005
McLean County	146	102	127	291	329	304	245	296	289

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 2003-2005 reflect ONLY victims who were made Countering Domestic Violence clients. Because of 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 is a new procedure that took affect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

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

PART IV: REVIEW OF GOALS AND OBJECTIVES

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

Goal 1: Build the multidisciplinary team

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

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

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

Goal 3: Improve communication between Multi-Disciplinary Team partners

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

Goal 4: Improve jurisdictional response to victims of domestic violence

Objective	Performance Indicator
<p>85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services</p>	<ul style="list-style-type: none"> • Number of domestic-related offenses reports to law enforcement. 1715 (L.E. section of data report) • Number of these reports in which victim was informed of rights. 1529 (Victim services section of data report) • Number of these reports in which victims were referred to victim service agency. 1529 (Victim services section of data report) • Narrative on status: We have exceeded our objective
<p>85 percent of domestic- related reports to law enforcement will be submitted to victim service agency within 48 hours.</p>	<ul style="list-style-type: none"> • Number of victims served, 312 • Number of victims partially served 0 • Number of victims not served 0 <p>(All data found within the victim services section of data report)</p> <p>Narrative on status: Our victim service agency is one of many agencies in which victims of domestic violence can seek services. Victims are contacted and 312 of the total number of victims chose to seek services.</p>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> • Number of incident reports 1715 (L.E. section of data report) • Number of cases/incidents investigated 1715 (L.E. section of data report) • Number of domestic-related reports in which digital photographs were collected 494 (L.E. section of data report) • Narrative on status: Photos were collected more than 80% of DV cases in which a physical altercation took place. DV cases in which it is not physical call, photos are not taken.
<p>90 percent of Orders of Protection filed will be served within 4 days</p>	<ul style="list-style-type: none"> • Number of Orders of Protection requested 160 • Number of Orders of Protection filed 142 (Data is found in L.E., victim services and prosecution sections) <p>Narrative on status: we have met our order of protection objective.</p>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> • Number of domestic-related arrests 1715 (L.E. section of data report) • Number of domestic-related arrests referred for prosecution 1715 (L.E. section of data report)

	<ul style="list-style-type: none"> • Number of case referrals received 1715 (Prosecution section of data report) • Narrative on status: We have met our objective of case referrals
90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> • Number of case referrals received 1715 • Number of cases in which charges were filed 1657 • Number of cases in which an affirmative decision was made not to file charges 58 • Number of cases transferred to a higher or lower court 2 (All data can be found in the prosecution section of data report) • Narrative on status: DV cases were reviewed for completeness as well as reviewing cases for additional evidence needed.
85 percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> • Number of victims receiving legal advocacy services 234 (Victim services section of data report) • Number of victims assisted with Order of Protection 209 (L.E., Victim services and prosecution sections of data report) • Narrative on status: Victims were assisted with orders of protection in 89% of the time. We have met this objective

PART V: REVIEW OF PROGRESS

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

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

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

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

What barriers or obstacles to implementation has the MDT encountered?

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

How will you address these barriers?

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

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

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

Five team members attended the Coordinated Community Response Conference in Duluth, MN. Through the efforts of our team members we presented the information we learned at this training to our team and the partner agencies in our community in December 2005. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA- Victim Economic Safety & Security Act training in Springfield IL. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It was also presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families suffering from Domestic violence.

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

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution. Along with this various methods of lethality assessments were evaluated

The Project Coordinator and a funded Bloomington Police Detective attended the Short Form Order of Protection Training in Peoria IL. This training helped us to gain more insight to various methods of addressing orders of protection.

The Project Coordinator attended the 40 hour Illinois Victims Assistance Academy in Normal IL. This training addressed innovative ideas for serving victims of crime.

What trainings do the MDT members still need?

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

PART VI: GOALS AND OBJECTIVES

Goal 1: Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
<ul style="list-style-type: none"> ➤ Review coordinated domestic violence Protocols every year of project implementation 	<ul style="list-style-type: none"> ➤ Date coordinated domestic violence Protocols reviewed ➤ Number of changes made to protocols
<ul style="list-style-type: none"> ➤ Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities 	<ul style="list-style-type: none"> ➤ Number of Family Violence Coordinating Council meetings attended by project staff ➤ Number of project progress reports provided to Council
<ul style="list-style-type: none"> ➤ Conduct monthly Multi-Disciplinary Team meetings for funded staff 	<ul style="list-style-type: none"> ➤ Number of monthly Multi-Disciplinary Team meetings conducted
<ul style="list-style-type: none"> ➤ Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies 	<ul style="list-style-type: none"> ➤ Number of quarterly Multi-Disciplinary Team Steering meetings conducted

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

Objective	Performance Indicator
<ul style="list-style-type: none"> ➤ 85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services 	<ul style="list-style-type: none"> ➤ Number of domestic-related offenses reports to law enforcement ➤ Number of victims informed of rights ➤ Number of these reports in which victims were referred to victim service agency
<ul style="list-style-type: none"> ➤ 80 percent of victims that were seeking services 	<ul style="list-style-type: none"> ➤ Number of victims served ➤ Number of victims partially served ➤ Number of victims not served

<ul style="list-style-type: none"> ➤ Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement 	<ul style="list-style-type: none"> ➤ Number of victims served ➤ Number of domestic-related incident reports ➤ Number of domestic-related cases/incidents investigated ➤ Number of domestic-related reports in which digital photographs were collected
<ul style="list-style-type: none"> ➤ 80 percent of Orders of Protection filed that are granted 	<ul style="list-style-type: none"> ➤ Number of Orders of protection requested ➤ Number of Orders of Protection granted
<ul style="list-style-type: none"> ➤ 80 percent of domestic-related arrests will be referred for prosecution 	<ul style="list-style-type: none"> ➤ Number of domestic-related arrests ➤ Number of domestic-related arrests referred for prosecution
<ul style="list-style-type: none"> ➤ 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary 	<ul style="list-style-type: none"> ➤ Number of domestic-related cases received ➤ Number of domestic-related cases where charges were filed ➤ Number of domestic-related cases in which an affirmative decision was made not to file charges ➤ Number of cases transferred to a higher or lower court
<ul style="list-style-type: none"> ➤ 85 percent of victims will receive legal advocacy services 	<ul style="list-style-type: none"> ➤ Number of victims receiving legal advocacy services ➤ Number of victims assisted with Order of Protection
<ul style="list-style-type: none"> ➤ 40 percent of cases charged as felonies 	<ul style="list-style-type: none"> ➤ Number of misdemeanor charges ➤ Number of felony charges ➤ Number of charges dropped
<ul style="list-style-type: none"> ➤ 80 percent of offenders will receive intense probation services 	<ul style="list-style-type: none"> ➤ Number of unduplicated count of cases receiving probation services ➤ Number of face-to-face meetings with offender ➤ Number of telephone contact with offender ➤ Number of unscheduled surveillance of offender

PART VII: PROGRAM STRATEGY

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

Over the course of the next year the MDT will have updated our lethality assessment and trained the entire multidisciplinary team to use this revised assessment. The MDT is planning on conducting roll call trainings in all law enforcement agencies over the next couple of months. Through monthly meetings we intend on pinpointing any issues that need to be corrected. We hope to have timely and productive accomplishments of our goals throughout the year. We will continue to improve our communication skills and do many community awareness events to raise DV awareness.

PART VIII: IMPLEMENTATION SCHEDULE

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The implementation schedule

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

Activity	Month Begun	Month Completed	Agency/Personnel Responsible	If ongoing, how often?
<i>Example: Coordinate the MDT meeting with frontline staff</i>	Month 1	Month 12	Project Coordinator	Monthly
Conduct MDT Meetings with funded and unfunded partners	Month 1	Month 12	Project Coordinator	Monthly
Track All Domestic Violence Cases	Month 1	Month 12	Project Coordinator, Law Enforcement & State's Attorney's Office	Monthly
Roll Call Training for Law Enforcement	Month 3	Month 3	Project Coordinator, State's Attorney's Office, Countering Domestic Violence	Yearly
Training All Grant and community Partners on new uniform Lethality Assessment	Month 1	Month 12	Project Coordinator, all project staff and unfunded partners that wish to participate	
Meet with DV Task Force	Month 3	Month 12	Project Coordinator, all project staff	Monthly

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

**Implementing Agency: McLean County Court Services
Agreement #: 604174**

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Violence Against Women Act (VAWA) FFY04	\$65,462
	Subtotal:	\$65,462
Match:	McLean County Court Services	\$21,821
	Subtotal:	\$21,821
Over Match:	McLean County Court Services	\$18,103
	Subtotal:	\$18,103
	GRAND TOTAL	\$105,386

August 2006

COURT SERVICES ADULT/JUVENILE DIVISION STATISTICS

ADULT DIVISION

7 Officer Supervision Unit, 3 PSI Officers, and 1.5 Intake Officer

Total Caseload – 903 (899 last month)

Average caseload per officer 129 (60 AOIC recommendation – 128 last month)

Presentence Reports Completed – 40 (22 last month)

* Total Workload Hours Needed – 1672.80 (1512.50 last month)

** Total Hours Available - 1650.00

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

** The number of work hours available to the division (11 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -35 adult officers are needed.** (-1.40 last month)

JUVENILE DIVISION

3 ½ Officer Division

Total Caseload – 186 (170 last month)

Average caseload per officer 53 (33 AOIC recommendation)

Social History Reports Completed – 3 (8 last month)

* Total Workload Hours Needed – 544.00 (615.00 last month)

** Total Hours Available 600.00

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

** The number of work hours available to the division (3.5 officers working 150 hours each per month).

AOIC workload standards indicate **an additional -0.37 juvenile officers are needed.** (0.10 last month)

EARLY INTERVENTION PROBATION (EIP)

2 ½ Person unit with a maximum caseload of 35

Total caseload 20

Social History Reports 3

August 2006

SPECIAL PROGRAMS

INTENSIVE PROBATION UNIT ADULT

2 person unit with a maximum caseload of 40

Total Caseload – 39 (31 last month)

INTENSIVE PROBATION UNIT JUVENILE

1 ½ person unit with a maximum caseload of 15

Total Caseload – 9 (9 last month)

DRIVING UNDER THE INFLUENCE UNIT

1 person unit with a maximum caseload of 40

Total Caseload - 58 (60 last month)

JUVENILE INTAKE

2 person unit

Total Preliminary Conferences – 17 (22 last month)

Total Caseload Informal Probation – 22 (39 last month)

Total Intake Screen Reports (juvenile police reports received) 143 (169 last month)

COMMUNITY SERVICE PROGRAM

2 person unit

Total Caseload Adult - 558 (546 last month)

Total Caseload Juvenile – 37 (40 last month)

Total Hours Completed Adult – 5398.00 (\$28,339.50 Symbolic Restitution \$5.25)

Total Hours Completed Juvenile – 290.00 (\$1,522.50 Symbolic Restitution \$5.25)

Total Worksites Used – 38 (38 last month)

DOMESTIC VIOLENCE PROGRAM

3 person unit (2 Officers and 1 Clerk)

Total Probation Caseload – 147 (147 last month)

Total Court Supervision/Conditional Discharge Caseload – 559 (562 last month)

2006
**JUVENILE DETENTION CENTER
 MCLEAN COUNTY**

Possession w/Intent to Deliver Controlled Substance	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Reckless Discharge of Firearm	0	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
Request for Apprehension	6	6	4	6	1	2	3	1										
Residential Burglary	1	2	0	7	5	0	0	3										
Residents of Minors Detained																		
Bloomington	16	12	13	14	12	17	8	11										
Normal	3	6	2	1	2	1	2	5										
Bellflower	0	0	1	0	0	0	0	0										
Chenoa	0	2	0	0	0	1	0	0										
EIPaso	0	1	0	0	0	0	0	0										
Grays Lake	0	1	0	0	0	0	0	0										
Gridley	0	0	0	0	0	2	0	0										
Heyworth	0	0	0	0	0	0	0	1										
Leroy	0	0	0	1	1	1	0	0										
Lexington	0	1	0	0	0	0	0	0										
Lyons	0	0	0	1	0	0	0	0										
Peoria	0	1	0	0	0	0	0	0										
Pontiac	0	0	0	0	1	0	0	0										
Saybrook	1	0	0	0	0	1	1	0										
Stanford	0	0	1	0	0	0	0	0										
Average Daily Population	8.6	12.4	12	8.8	9.2	13.4	7.5	8.4										
Average Daily Population:YTD	8.6	10.5	11	10.5	10.2	10.7	10.3	10										
Number of Days in Detention	267	348	372	263	286	401	232	259										
Revenue:	0	0	0	0	0	0	0	0										

2006
**JUVENILE DETENTION CENTER
 OUT OF COUNTY**

Ages of Minors Detained	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
10	0	0	0	0	0	0	0	0	0			
11	0	0	0	1	0	0	0	0	0			
12	0	0	0	0	0	0	0	1	0			
13	0	1	1	1	0	1	1	0	0			
14	2	2	2	5	4	2	5	2	4			
15	16	8	8	9	7	5	4	3	4			
16	4	4	6	5	4	5	5	5	5			
Sex of Minors Detained												
Male	17	11	12	12	8	13	11	11				
Female	5	6	9	3	5	2	0	2				
Race of Minors Detained												
Caucasian	22	17	17	19	15	11	10	9	11			
African-American	0	0	2	0	1	4	4	1	2			
Hispanic	0	0	0	0	0	1	1	1	0			
Offenses of Which Minor was Detained												
Dispositional Detention	11	10	7	6	6	3	3	1				
Warrant	4	3	4	1	3	3	3	6				
Aggravated Assault of Peace Officer	0	0	0	1	0	0	0	0				
Aggravated Battery	0	1	0	0	0	1	0	2				
Aggravated Battery to Peace Officer	1	0	0	0	0	0	0	0				
Aggravated Domestic Battery	0	0	0	0	0	2	0	0				
Armed Robbery	0	0	2	1	0	1	0	0				
Burglary	4	0	0	0	1	0	1	0	1			
Burglary to Motor Vehicle	0	0	0	0	0	0	1	0	0			
Contempt of Court	0	1	0	0	0	0	0	0	0			
Court Order	0	0	0	1	0	0	0	0	0			
Criminal Sexual Assault	0	0	0	0	0	0	0	1	0			
Criminal Trespass	1	1	0	0	0	0	0	0	0			
Delivery of a Controlled Substance	0	0	1	0	0	0	0	0	0			
Disorderly Conduct	0	0	0	0	1	0	1	0	0			
DOC	1	1	1	0	2	2	0	1	2			

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

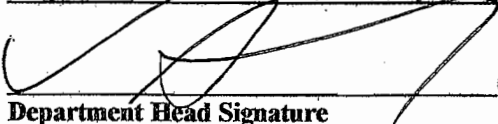
Requesting Agency or Department: State's Attorney's Office		This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Criminal Justice Information Authority		Grant Type: <input checked="" type="checkbox"/> Federal, CFDA #: 16.588 <input type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: 09/01/2006 End: 08/31/2007
Grant Title: McLean County Multidisciplinary Response Team			
Grant Amount: \$141599 (Federal funds \$95,482.00)		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded Expected Initial Receipt Date: As soon as these continuations are sent back to ICJIA	
Match Amount (if applicable): Required Match :\$31,827 Overmatch: \$14,290			
Grant Total Amount: \$141,599		Source of Matching Funds (if applicable): Department	
Will it be likely to obtain this grant again next FY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input type="checkbox"/> No	


Grant Costs Information

Will personnel be supported with this grant: <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No	A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																								
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="right">2.6</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$115,053</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$26,066</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$141,119</td> </tr> <tr> <th align="left">Additional Expenses</th> <th></th> </tr> <tr> <td>Subcontractors</td> <td align="right">\$0</td> </tr> <tr> <td>Equipment</td> <td align="right">\$0</td> </tr> <tr> <td>Other</td> <td align="right">\$480</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$0</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$141,599</td> </tr> </tbody> </table>	Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	2.6	Personnel Cost	\$115,053	Fringe Benefit Cost	\$26,066	Total Personnel Cost	\$141,119	Additional Expenses		Subcontractors	\$0	Equipment	\$0	Other	\$480	Total Additional Expenses	\$0	GRANT TOTAL	\$141,599	Description of equipment to be purchased: N/A Description of subcontracting costs: N/A Other requirements or obligations: N/A
Grant Expense Chart																									
Personnel Expenses	Costs																								
Number of Employees:	2.6																								
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Other	\$480																								
Total Additional Expenses	\$0																								
GRANT TOTAL	\$141,599																								

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

 (William Yoder)
 Department Head Signature Date 9-28-06

 (Jodi L. Ellsworth)
 Grant Administrator/Coordinator Signature (if different) Date 9/28/06

OVERSIGHT COMMITTEE APPROVAL	
Chairman _____	Date _____

PROGRAM TITLE: Domestic Violence Multi Disciplinary Team Program

AGREEMENT NUMBER: 603170

PREVIOUS AGREEMENT NUMBER(S): 602170

ESTIMATED START DATE: September 1, 2006

SOURCES OF PROGRAM FUNDING:

<i>FUND FFY 03 YAWA Funds:</i>	\$ 95,482.00
<i>Matching Funds:</i>	\$ 31,827.00
<i>Over-Matching Funds:</i>	\$ 14,290.00
Total:	\$ 141,599.00

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

ADDRESS: 104 W. Front Street Room 605
Bloomington, IL 61702

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

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

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

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

ADDRESS: 104 W. Front Street Room 605,
Bloomington, IL 61702

PROGRAM DIRECTOR: William A. Yoder
TITLE: McLean County State's Attorney
TELEPHONE: 309-888-5402
E-MAIL: bill.yoder@mcleancountyil.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
E-MAIL: Bill.yoder@mcleancountyil.gov

PROGRAM CONTACT PERSON: William A. Yoder
TITLE: McLean County State's Attorney
TELEPHONE: 309-888-5402
FAX: 309-888-5429
E-MAIL: Bill.yoder@mcleancountyil.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 McLean County on behalf of the McLean County State's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 West Front Street, Room 605, Bloomington, Illinois 61704, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

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

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

WHEREAS, pursuant to the Violence Against Women Act of 1994, the Authority named the following program areas as priorities of S.T.O.P. Violence Against Women in Illinois, Illinois' implementation plan for the Violence Against Women Act of 1994 grant program for federal fiscal year 2003:

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

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

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

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

SECTION 1. DEFINITIONS

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

SECTION 2. FUNDING ELIGIBILITY REQUIREMENTS

The Implementing Agency certifies that it shall develop plans for implementation of the program described in Exhibit A, and shall consult and coordinate with nonprofit, nongovernmental victim services programs, including sexual assault and domestic violence victim services programs.

The Implementing Agency acknowledges to be eligible to receive Violence Against Women Act funding for victim services programs, it shall 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.
- 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, 2006 through August 31, 2007.

However, no funds will flow under this agreement for the period of April 1, 2007 through August 31, 2007, unless and until the State of Illinois receives written approval of an extension to the funding period for the Women Act

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Formula Grant Program (03-WF-BX-0183) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for that period. If the State of Illinois does not receive such an extension, this agreement is subject to termination.

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

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

SECTION 4. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 5. PROGRAM DESCRIPTION AND BUDGET

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

SECTION 6. PAYMENT

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

The maximum amount of federal funds payable under this agreement is \$95,482.00, and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

SECTION 7. MATCH

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

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

SECTION 8 OBLIGATIONAL LIMITATION

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

SECTION 9. NON-SUPLANTATION

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

SECTION 10. REPORTING AND EVALUATION REQUIREMENTS

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

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

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

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

SECTION 11. PROGRAM INCOME

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

SECTION 12. MAINTENANCE OF RECORDS

The Implementing Agency agrees to maintain records that 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.

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

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

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

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

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

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

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

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

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

SECTION 14. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 15. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 16. INSPECTION AND AUDIT

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," the Implementing Agency agrees to provide for an independent audit of its activities. Audits shall be made annually, unless A-133 allows the Implementing Agency to undergo biennial audits. Audits shall be made in accordance with the General Accounting Standards for Audit of Governmental Organizations, Programs, Activities and Functions, the Guidelines for Financial and Compliance Audits of Federally Assisted Programs, any compliance supplements approved by the Office of Management and Budget, and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be

submitted to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

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

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

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

SECTION 17. CLOSE-OUT REQUIREMENTS

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

SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Sections 19 and 20 of this agreement.

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

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

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

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

SECTION 19. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

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

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

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

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

SECTION 20. IMPLEMENTING AGENCY COMPLIANCE

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

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit

- organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
 - National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; and Environmental Protection Agency regulations (40 CFR Chapter 1).
 - National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
 - Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
 - Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
 - Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
 - Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
 - Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
 - Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
 - Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
 - Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
 - Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
 - Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
 - Indian Self Determination Act, 25 U.S.C. par. 450f.
 - Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
 - Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
 - Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
 - Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
 - Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
 - Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 21. NONDISCRIMINATION

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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), and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- The Americans with Disabilities Act, 42 U.S.C. 12101 et seq.;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, subparts C, D, E, and G;
- The Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39;
- The Illinois Human Rights Act, 775 ILCS 5;
- The Public Works Employment Discrimination Act, 775 ILCS 10;
- The Illinois Environmental Barriers Act, 410 ILCS 25.

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

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

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

SECTION 22. CONFIDENTIALITY OF INFORMATION

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

SECTION 23. ASSIGNMENT

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

SECTION 24. SUBCONTRACTING

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

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

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

SECTION 25. INDEPENDENT CONTRACTOR

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

SECTION 26. EXHIBITS, AMENDMENTS

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

SECTION 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2003 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 # 2003-WF-BX-0183, 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

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 | | |

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

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 (2003-WF-BX-0183)
- Grant Award Year: Federal Fiscal Year 2003

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 AND COMMODITY REQUIREMENTS

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

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

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

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

SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #603170, 604174, 602371, 605172, 602473) is conditioned upon adherence to the following special conditions by all funded partner agencies, including (*McLean County States Attorney's Office, McLean County Court Services, McLean County Sheriff's Department, Mid Central Community Action Inc, Bloomington Police Department.*)

No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #603170, 604174, 602371, 605172, 602473) 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 Court Services, McLean County Sheriff's Department, Mid Central Community Action Inc, Bloomington Police Department.*) are received by the Authority.

1. 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.

2. 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.
3. 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.
4. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers # 603170, 604174, 602371, 605172, 602473) shall meet regarding domestic violence case statuses.
5. Law enforcement funded partners, including (*McLean County Sheriff's Department 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.
6. If any grant-funded position is vacant for more than:
 - 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will be provided during the vacancy.
 - 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
 - 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

PROPOSAL NARRATIVE

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

PART I: DESCRIPTION OF PARTNERSHIP

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

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

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

The McLean County State's Attorney's Office has been using evidence-based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, statements from 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 or if victim safety requires. With this grant, we have been able to better coordinate our responses to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

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

The McLean County State's Attorney's Office has employed a "No Drop" policy for several years and continues to do so. Once charges are filed the State's Attorney's Office proceeds with the prosecution regardless of victim cooperation using evidence-based prosecution as described above.

Please explain your progress towards a no dual arrest policy or any extensive changes made if your MDT already has one.

The McLean County Sheriff's Department domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrests and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a no dual arrest policy in our uniform domestic violence protocol.

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

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department, and the Normal Police Department collaborated with treatment providers, victim's services, the McLean County Domestic Violence Tasks Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remained in place and were being followed until the implementation of our uniform protocol in 2005. The Steering Committee has been meeting and discussing these protocols and any changes that need to be made for our adopted uniform protocol.

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

The Family Violence Coordinating Council is a non-funded member of the MDT and is active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC Coordinator, Marcia O'Donnell, are currently working on various community awareness opportunities in local health care agencies and public and private schools regarding domestic violence. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

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

The MDT has adopted a lethality assessment tool. With the permission from the Illinois Coalition Against Domestic Violence we have created a lethality assessment tool for use within McLean County. We added items to our assessment in order to address elder abuse more thoroughly. We hope to have our entire team trained in the next month.

PART II. DESCRIPTION OF JURISDICTION

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

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

PART III: PROBLEM STATEMENT

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

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

- Continuation of Intergenerational cycle of abuse within our community.

Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow up believing domestic violence is an acceptable if not standard occurrence in life.

- Victims that have not received services-no outreach for them so they remain silent and the abuse continues

Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.

- Rapidly growing Spanish- speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.

Due to language barriers we have a funded bi-lingual advocate housed in our domestic violence unit that is available to help with bi-lingual needs of our community. She has provided more outreach to our community as well as helped numerous Spanish speaking victims when they otherwise would not have been able to be provided with services. This aspect of our Multi Disciplinary Team has been very beneficial to our success.

■The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow up in cases.

The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

■Holding the offender accountable for their actions

There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used to evidence based prosecution.

■Victims that are hostile to the prosecution process.

A lack of understanding or fear of the court system causes many domestic violence victims to fail to follow through with the prosecution process. A quicker response from the victim services and a coordinated effort from law enforcement and the State's Attorney's Office can increase victim understanding and reduce the fear of the court system.

■Lack of community awareness or education.

The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.

■Need for education of a new generation of police officers in domestic violence issues.

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

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available

in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <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 & Analysis Unit at 312/793.8550.

2001-2003

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2003	2004	2005	2003	2004	2005	2003	2004	2005
McLean County	531	524	547	578	562	571	74	93	114

Jurisdiction(s) served by your agency	Number of clients victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2003	2004	2005	2003	2004	2005	2003	2004	2005
McLean County	146	102	127	291	329	304	245	296	289

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 2003-2005 reflect ONLY victims who were made Countering Domestic Violence clients. Because of 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 is a new procedure that took affect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

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

PART IV: REVIEW OF GOALS AND OBJECTIVES

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

Goal 1: Build the multidisciplinary team

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

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

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

Goal 3: Improve communication between Multi-Disciplinary Team partners

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

Goal 4: Improve jurisdictional response to victims of domestic violence

Objective	Performance Indicator
<p>85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services</p>	<ul style="list-style-type: none"> • Number of domestic-related offenses reports to law enforcement. 1715 (L.E. section of data report) • Number of these reports in which victim was informed of rights. 1529 (Victim services section of data report) • Number of these reports in which victims were referred to victim service agency. 1529 (Victim services section of data report) • Narrative on status: We have exceeded our objective
<p>85 percent of domestic- related reports to law enforcement will be submitted to victim service agency within 48 hours.</p>	<ul style="list-style-type: none"> • Number of victims served. 312 • Number of victims partially served 0 • Number of victims not served 0 <p>(All data found within the victim services section of data report)</p> <p>Narrative on status: Our victim service agency is one of many agencies in which victims of domestic violence can seek services. Victims are contacted and 312 of the total number of victims chose to seek services.</p>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> • Number of incident reports 1715 (L.E. section of data report) • Number of cases/incidents investigated 1715 (L.E. section of data report) • Number of domestic-related reports in which digital photographs were collected 494 (L.E. section of data report) • Narrative on status: Photos were collected more than 80% of DV cases in which a physical altercation took place. DV cases in which it is not physical call, photos are not taken.
<p>90 percent of Orders of Protection filed will be served within 4 days</p>	<ul style="list-style-type: none"> • Number of Orders of Protection requested 160 • Number of Orders of Protection filed 142 (Data is found in L.E., victim services and prosecution sections) <p>Narrative on status: we have met our order of protection objective.</p>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> • Number of domestic-related arrests 1715 (L.E. section of data report) • Number of domestic-related arrests referred for prosecution 1715 (L.E. section of data report)

	<ul style="list-style-type: none"> • Number of case referrals received <u>1715</u> (Prosecution section of data report) • Narrative on status: We have met our objective of case referrals
<u>90</u> percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> • Number of case referrals received <u>1715</u> • Number of cases in which charges were filed <u>1657</u> • Number of cases in which an affirmative decision was made not to file charges <u>58</u> • Number of cases transferred to a higher or lower court <u>2</u> (All data can be found in the prosecution section of data report) • Narrative on status: DV cases were reviewed for completeness as well as reviewing cases for additional evidence needed.
<u>85</u> percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> • Number of victims receiving legal advocacy services <u>234</u> (Victim services section of data report) • Number of victims assisted with Order of Protection <u>209</u> (L.E., Victim services and prosecution sections of data report) • Narrative on status: Victims were assisted with orders of protection in 89% of the time. We have met this objective

PART V: REVIEW OF PROGRESS

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

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

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

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

What barriers or obstacles to implementation has the MDT encountered?

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

How will you address these barriers?

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

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

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

Five team members attended the Coordinated Community Response Conference in Duluth, MN. Through the efforts of our team members we presented the information we learned at this training to our team and the partner agencies in our community in December 2005. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA- Victim Economic Safety & Security Act training in Springfield IL. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It was also presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families suffering from Domestic violence.

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

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution. Along with this various methods of lethality assessments were evaluated

The Project Coordinator and a funded Bloomington Police Detective attended the Short Form Order of Protection Training in Peoria IL. This training helped us to gain more insight to various methods of addressing orders of protection.

The Project Coordinator attended the 40 hour Illinois Victims Assistance Academy in Normal IL. This training addressed innovative ideas for serving victims of crime.

What trainings do the MDT members still need?

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

PART VI: GOALS AND OBJECTIVES

Goal 1: Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
<ul style="list-style-type: none"> ➤ Review coordinated domestic violence Protocols every year of project implementation 	<ul style="list-style-type: none"> ➤ Date coordinated domestic violence Protocols reviewed ➤ Number of changes made to protocols
<ul style="list-style-type: none"> ➤ Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities 	<ul style="list-style-type: none"> ➤ Number of Family Violence Coordinating Council meetings attended by project staff ➤ Number of project progress reports provided to Council
<ul style="list-style-type: none"> ➤ Conduct monthly Multi-Disciplinary Team meetings for funded staff 	<ul style="list-style-type: none"> ➤ Number of monthly Multi-Disciplinary Team meetings conducted
<ul style="list-style-type: none"> ➤ Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies 	<ul style="list-style-type: none"> ➤ Number of quarterly Multi-Disciplinary Team Steering meetings conducted

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

Objective	Performance Indicator
<ul style="list-style-type: none"> ➤ 85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim’s rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services 	<ul style="list-style-type: none"> ➤ Number of domestic-related offenses reports to law enforcement ➤ Number of victims informed of rights ➤ Number of these reports in which victims were referred to victim service agency
<ul style="list-style-type: none"> ➤ 80 percent of victims that were seeking services 	<ul style="list-style-type: none"> ➤ Number of victims served ➤ Number of victims partially served ➤ Number of victims not served

<ul style="list-style-type: none"> ➤ Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement 	<ul style="list-style-type: none"> ➤ Number of victims served ➤ Number of domestic-related incident reports ➤ Number of domestic-related cases/incidents investigated ➤ Number of domestic-related reports in which digital photographs were collected
<ul style="list-style-type: none"> ➤ 80 percent of Orders of Protection filed that are granted 	<ul style="list-style-type: none"> ➤ Number of Orders of protection requested ➤ Number of Orders of Protection granted
<ul style="list-style-type: none"> ➤ 80 percent of domestic-related arrests will be referred for prosecution 	<ul style="list-style-type: none"> ➤ Number of domestic-related arrests ➤ Number of domestic-related arrests referred for prosecution
<ul style="list-style-type: none"> ➤ 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary 	<ul style="list-style-type: none"> ➤ Number of domestic-related cases received ➤ Number of domestic-related cases where charges were filed ➤ Number of domestic-related cases in which an affirmative decision was made not to file charges ➤ Number of cases transferred to a higher or lower court
<ul style="list-style-type: none"> ➤ 85 percent of victims will receive legal advocacy services 	<ul style="list-style-type: none"> ➤ Number of victims receiving legal advocacy services ➤ Number of victims assisted with Order of Protection
<ul style="list-style-type: none"> ➤ 40 percent of cases charged as felonies 	<ul style="list-style-type: none"> ➤ Number of misdemeanor charges ➤ Number of felony charges ➤ Number of charges dropped
<ul style="list-style-type: none"> ➤ 80 percent of offenders will receive intense probation services 	<ul style="list-style-type: none"> ➤ Number of unduplicated count of cases receiving probation services ➤ Number of face-to-face meetings with offender ➤ Number of telephone contact with offender ➤ Number of unscheduled surveillance of offender

PART VII: PROGRAM STRATEGY

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

Over the course of the next year the MDT will have updated our lethality assessment and trained the entire multidisciplinary team to use this revised assessment. The MDT is planning on conducting roll call trainings in all law enforcement agencies over the next couple of months. Through monthly meetings we intend on pinpointing any issues that need to be corrected. We hope to have timely and productive accomplishments of our goals throughout the year. We will continue to improve our communication skills and do many community awareness events to raise DV awareness.

PARTVIII: IMPLEMENTATION SCHEDULE

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The implementation schedule

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

Activity	Month Begun	Month Completed	Agency/Personnel Responsible	If ongoing, how often?
<i>Example: Coordinate the MDT meeting with frontline staff</i>	<i>Month 1</i>	<i>Month 12</i>	<i>Project Coordinator</i>	<i>Monthly</i>
Conduct MDT Meetings with funded and unfunded partners	Month 1	Month 12	Project Coordinator	Monthly
Track All Domestic Violence Cases	Month 1	Month 12	Project Coordinator, Law Enforcement & State's Attorney's Office	Monthly
Roll Call Training for Law Enforcement	Month 3	Month 3	Project Coordinator, State's Attorney's Office, Countering Domestic Violence	Yearly
Training All Grant and community Partners on new uniform Lethality Assessment	Month 1	Month 12	Project Coordinator, all project staff and unfunded partners that wish to participate	
Meet with DV Task Force	Month 3	Month 12	Project Coordinator, all project staff	Monthly

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

**Implementing Agency: McLean County State's Attorney's Office
Agreement #: 603170**

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Violence Against Women Act (VAWA) FFY03	\$95,482
	Subtotal:	\$95,482
Match:	McLean County State's Attorney's Office	\$31,827
	Subtotal:	\$31,827
Over Match:	McLean County State's Attorney's Office	\$14,290
	Subtotal:	\$14,290
	GRAND TOTAL	\$141,599

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Judicial Districts containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives county approval and support from within the respective Judicial Districts eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2007, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the McLean County Board, in regular session, this _____ day of _____, 20____ does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorneys of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the McLean County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2007, commencing December 1, 2006, and ending November 30, 2007, by hereby appropriating the sum of \$27,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2007.

Passed and adopted by the County Board of McLean County, Illinois, this _____ day of _____ 20_____.

Chairman

ATTEST: _____
County Clerk

STATE'S ATTORNEYS APPELLATE PROSECUTOR



NORBERT J. GOETTEN
DIRECTOR

PATRICK DELFINO
ASSISTANT DIRECTOR

725 SOUTH SECOND STREET
SPRINGFIELD, ILLINOIS 62704
(217) 782-1628

725 SOUTH SECOND STREET
SPRINGFIELD, ILLINOIS 62704
(217) 782-1628
FACSIMILE MACHINE (217) 782-6305

PAUL A. LOGLI
CHAIRMAN

September 22, 2006

RECEIVED

SEP 22 2006

STATES ATTORNEY'S OFFICE
MCLEAN COUNTY

DEPUTY DIRECTORS

SECOND DISTRICT:
MARTIN P. MOLTZ

THIRD DISTRICT:
LAWRENCE M. BAUER

FOURTH DISTRICT:
ROBERT J. BIDERMAN

FIFTH DISTRICT:
STEPHEN E. NORRIS

BOARD OF GOVERNORS

FIRST DISTRICT:
RICHARD A. DEVINE
STATE'S ATTORNEY
COOK COUNTY

SECOND DISTRICT:
PAUL A. LOGLI
STATE'S ATTORNEY
WINNEBAGO COUNTY

JOSEPH E. BIRKETT
STATE'S ATTORNEY
DU PAGE COUNTY

THIRD DISTRICT:
JOSEPH P. HETTEL
STATE'S ATTORNEY
LASALLE COUNTY

KEVIN LYONS
STATE'S ATTORNEY
PEORIA COUNTY

FOURTH DISTRICT:
THOMAS J. BROWN
STATE'S ATTORNEY
LIVINGSTON COUNTY

JOHN SCHMIDT
STATE'S ATTORNEY
SANGAMON COUNTY

JERRY HOOKER
STATE'S ATTORNEY
BROWN COUNTY

FIFTH DISTRICT:
GARY DUNCAN
STATE'S ATTORNEY
JEFFERSON COUNTY

ROBERT HAIDA
STATE'S ATTORNEY
ST. CLAIR COUNTY

Honorable William A. Yoder
McLean County State's Attorney
McLean County Courthouse
104 West Front Street, Room 605
Bloomington, Illinois 61702

COPY

Dear State's Attorney Yoder:

The Board of Governors of the State's Attorneys Appellate Prosecutor has voted not to increase your county contribution for this fiscal year. Thus, your county contribution for FY07 will be the same as FY06. The amount due from your county is listed on the enclosed billing statement.

In consideration of your contribution, our Agency is ready to serve you in the following areas:

1. Criminal and civil appeals;
2. Assistance at trial and appeal of tax objection cases;
3. Labor matters arising under the Illinois Public Labor Relations Act;
4. Specialized service by our Local Drug Prosecution Support Unit to assist in research, trial, and appeal of drug cases with a particular emphasis on asset tracking and forfeiture; and
5. Comprehensive training programs provided by our Continuing Legal Education Division for prosecutors, consisting of specialized seminars, case law, and the Uniform Complaint Book available in hard copy and/or CD-ROM format.

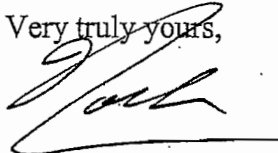
In addition, Public Act 92-0683 allows attorneys employed by our Agency to assist State's Attorneys, upon request, with trial level prosecution. The law also allows our attorneys to act as Special Prosecutors if duly appointed to do so by the Court; therefore, if a conflict of interest arises in your office, and an independent, detached review and prosecution by outside counsel is appropriate, our Special Prosecution Unit can assist you.

For your use and convenience, I am enclosing a sample resolution to be presented to your county board for consideration. When the enclosed resolution is approved, or one similar to it, please return an executed copy to our office.

Let me know if you require a Deputy Director, the Assistant Director, or me to appear before your county board. I want to thank you for your interest in our Agency's program, and I look forward to working with you in the upcoming year.

COPY

Very truly yours,



Norbert J. Goetten
Director

NJG:slk
enclosure

McLean County State's Attorney's Office 2006 Case Load Report

Jan. Feb. Mar. April May June July Aug. Sept. Oct. Nov. Dec. 2006 YTD 2005 YTD Total Projected 2006

CRIMINAL

Felony	104	123	90	95	120	93	108	106	98				937	962	1,251	1,276
Misdemeanor	165	184	170	164	195	155	268	206	219				1726	1740	2,406	2,351
Asset Forfeiture	21	10	9	17	17	20	10	15	9				128	107	129	174
Family Totals	39	52	52	59	75	60	85	90	62				574	493	684	782
Family	26	38	37	47	56	41	52	62	40				399	355	496	543
Order of Protection	13	14	15	12	19	19	33	28	22				175	138	188	238
Juvenile Totals	38	23	24	17	40	29	42	41	36				290	229	301	395
Juvenile	0	0	1	0	0	0	0	0	0				1	12	13	1
Juvenile Abuse	27	12	13	8	23	14	29	31	27				184	125	142	251
Juvenile Delinquency	11	11	10	9	17	15	13	10	9				105	92	146	143
Traffic Totals	2,503	2,655	3,371	2,749	3,681	3,272	3,575	2,927	2,299				27,032	22,696	32,522	36,816
Traffic	2,421	2,573	3,294	2,684	3,599	3,209	3,492	2,845	2,236				26,353	22,057	31,661	35,891
DUI Traffic	82	82	77	65	82	63	83	82	63				679	639	861	925

CHILD SUPPORT

Paternity cases filed	6	10	2	14	28	25	18	19	12				134	103	167	183
Paternity cases established	2	4	1	8	7	12	10	8	7				59	50	62	80
Paternities excluded	0	0	4	1	1	6	2	4	0				18	14	16	25
Support Orders entered	124	55	154	165	188	96	81	62	47				972	694	988	1324
Modification proceedings filed	14	10	16	18	20	17	32	20	20				167	164	233	227
Modification proceedings adjudicated	3	9	2	2	5	18	14	17	9				79	88	110	108
Enforcement actions filed	21	105	53	33	193	33	52	54	38				582	478	555	793
Enforcement actions adjudicated	71	84	92	139	193	138	134	101	70				1022	832	1118	1392
Hearings set before Hearing Officer	51	37	88	87	70	141	131	92	34				731	623	845	996
Orders prepared by Hearing Officer	40	34	81	87	61	130	81	89	32				635	522	733	865

2006 Projected = (2006 YTD/Day of Year) x 365 Days

n/c= not calculable

ASSET FORFEITURE FUND

STATEMENT OF REVENUE, EXPENDITURES AND FUND BALANCE

September 25, 2006

STATE'S ATTORNEY:

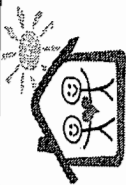
Beginning Balance 01/01/2006	\$ -44,342.04
(Reflects \$80,000 transfer to General Fund 12/31/02)	
(Reflects \$30,000 transfer to General Fund 12/31/03)	
Revenue	<u>13,945.69</u>
Total Funds Available	\$ -30,396.35
Expenditures	<u>3,361.92</u>
Fund Balance 09/25/06	\$ -33,758.27

SHERIFF:

Beginning Balance 01/01/2006	\$ 50,143.95
Revenue	<u>9,177.58</u>
Total Funds Available	\$ 59,321.53
Expenditures	<u>21,498.52</u>
Fund Balance 09/25/06	\$ 37,823.01

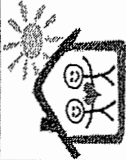
TOTAL FUND BALANCE	September 25, 2006	\$ 4,064.74
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McLean County Children's Advocacy Center Monthly Statistics August, 2006



	2005 INTERVIEWS VIC/OTHER/TOT	1ST. INTERVIEW 2006 MONTH/YTD	JUV. SUSPECT INTERVIEW 2006	SIB/WITNESS INTERVIEW 2006	2ND INTERVIEW 2006	OUT OF COUNTY INTERVIEW 2006	TOTAL MONTHLY INTERVIEWS	YTD TOTALS
JANUARY	19/6/25	14/14	1	5	0	0	20	20
FEBRUARY	5/12/17	20/34	2	5	0	1	28	48
MARCH	19/8/27	24/58	1	1	0	2	28	76
APRIL	17/3/20	8/66	0	4	0	0	12	88
MAY	8/4/12	16/82	2	8	1	3	30	118
JUNE	17/7/24	21/103	0	3	0	8	32	150
JULY	17/8/25	29/132	2	4	0	5	40	190
AUGUST	13/7/20	19/151	2	5	1	1	28	218
SEPTEMBER	10/5/15							
OCTOBER	10/1/11							
NOVEMBER	9/2/11							
DECEMBER	3/1/4							
YEAR TO DATE TOTALS	147/	151	10	35	2	20	218	218

CASA Monthly Statistics FY06

	New Children Cases Assigned	Child Cases Closed	Children Awaiting CASA Assignment	Total Children Served	CASAs Assigned	Total Number of Assigned CASAs	Reported CASA Volunteer Hours	CASAs Trained	Reports Filed	Court Hearings Attended
January	2	1	9	121	1	66	312.5	in progress	10	15
February	4	2	8	127	5	64	344.35	in progress	8	14
March	2	2	8	128	1	63	899.1	13	6	9
April	3	8	4	121	2	60	341.85	0	8	14
May	0	4	5	117	0	57	445.95	0	17	20
June	1	0	5	117	1	58	309.45	in progress	10	13
July	2	6	27	113	2	59	345.05	6	16	18
August	10	3	21	135	10	57	397.7	0	10	20
September										
October										
November										
December										
YTD Totals	24	26	87	979	22	484	3395.95	19	85	123

REPORT A
ACTIVITY OF ALL CIVIL CASES
DURING THE MONTH OF AUGUST 2006
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
Adoption	36	AD	11	0	8	39	29
Arbitration	258	AR	63	0	39	282	252
Chancery	461	CH	38	0	36	463	210
Dissolution of Marriage	417	D	58	0	45	430	440
Eminent Domain	2	ED	0	0	1	1	6
Family	261	F	63	0	36	288	233
Law => \$50,000 - Jury	291	L	15	0	13	293	292
Law => \$50,000 - Non-Jury	181	L	9	0	8	182	148
Law = < \$50,000 - Jury	0	LM	0	0	0	0	4
Law = < \$50,000 - Non-Jury	183	LM	91	1	101	174	129
Municipal Corporation	0	MC	0	0	0	0	1
Mental Health	9	MH	13	0	16	6	11
Miscellaneous Remedy	142	MR	23	0	25	140	130
Order of Protection	25	OP	28	0	32	21	21
Probate	1,049	P	24	0	24	1,049	1,086
Small Claim	716	SC	275	6	202	795	503
Tax	6	TX	0	0	0	6	5
TOTAL CIVIL	4,037		711	7	586	4,169	3,500

REPORT B
 ACTIVITY OF ALL CRIMINAL CASES
 DURING THE MONTH OF AUGUST 2006
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
CONTEMPT OF COURT	1	C.C.	0	0	0	1	0	5
CRIMINAL FELONY	890	CF	118	118	0	158	850	900
CRIMINAL MISDEMEANOR	915	CM	227	227	0	227	915	969
TOTAL CRIMINAL	1,806		345	345	0	386	1,765	1,874

REPORT C
 ACTIVITY OF ALL JUVENILE CASES
 DURING THE MONTH OF AUGUST 2006
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	NO. OF DEFTS. NEW	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
JUVENILE	9	J	0	0	0	0	9	17
JUVENILE ABUSE & NEGLECT	347	JA	31	31	0	5	373	303
JUVENILE DELINQUENT	103	JD	10	10	9	14	108	100
TOTAL JUVENILE	459		41	41	9	19	490	420

REPORT D
 ACTIVITY OF ALL OF ALL DUI/TRAFFIC/CONSERVATION/ORDINANCE CASES
 DURING THE MONTH OF AUGUST 2006
 IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
 McLEAN COUNTY

CATEGORY	BEGIN PENDING	CODE	NEW FILED	REINSTATED	DISPOSED	END PENDING 2006	END PENDING 2005
CONSERVATION VIOLATION	34	CV	3	0	20	17	10
DRIVING UNDER THE INFLUENCE	460	DT	86	0	70	476	419
ORDINANCE VIOLATION	858	OV	189	0	182	865	903
TRAFFIC VIOLATION	17,557	TR	3,917	30	3,921	17,583	13,841
TOTALS:	18,909		4,195	30	4,193	18,941	15,173

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES ⁽¹⁾
DURING THE MONTH OF AUGUST 2006
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
MCLEAN COUNTY

		NOT CONVICTED				CONVICTED			TOTAL DEFENDANTS DISPOSED OF	
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
					BENCH TRIAL	JURY TRIAL				
29	0	12	0	0	1	0	109	3	4	158

10

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

* Conditional Discharge

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)
THROUGH THE MONTH OF AUGUST 2006
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	NOT CONVICTED										CONVICTED			TOTAL DEFENDANTS DISPOSED OF
	NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	OTHER(2)	ACQUITTED BY		GUILTY PLEA	BENCH TRIAL	JURY TRIAL				
						BENCH TRIAL	JURY TRIAL							
JAN	19	0	8	0	0	0	2	73	1	3	106			
FEB	13	0	6	1	1	0	1	48	0	0	70			
MAR	21	0	14	0	1	0	0	85	0	2	123			
APR	33	0	8	0	1	0	0	49	2	1	94			
MAY	15	0	10	0	1	3	0	60	3	3	95			
JUNE	16	0	5	0	1	1	2	70	1	2	98			
JULY	17	0	4	0	1	0	2	72	2	3	101			
AUG	29	0	12	0	0	1	0	109	3	4	158			
SEPT														
OCT														
NOV														
DEC														
TOTAL	163	0	67	1	6	5	7	566	12	18	845			

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

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

REPORT G
SENTENCE OF DEFENDANTS CHARGED WITH FELONIES
DURING THE MONTH OF AUGUST 2006
IN THE CIRCUIT COURT OF THE 11th JUDICIAL CIRCUIT
McLEAN COUNTY

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

TOTAL NUMBER OF CONVICTED FELONIES: 116
(FROM REPORT F)

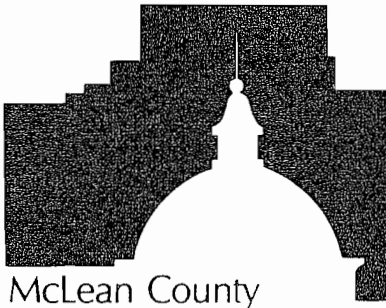
FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. DEATH	0	0	0	0	0	0	0
2. LIFE	1	0	0	0	0	0	1
3. IDOC	0	9	13	10	4	20	56
4. PROBATION	0	0	3	11	8	26	48
5. OTHER	0	0	0	0	4	7	11
TOTALS:	1	9	16	21	16	53	116

* Conditional Discharge

REPORT H
ORDERS OF PROTECTION ISSUED
DURING THE MONTH OF AUGUST 2006
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
McLEAN COUNTY

	<u>EMERGENCY</u>	<u>INTERIM</u>	<u>PLENARY</u>
DIVORCE	0	0	0
FAMILY (OP)	25	3	3
CRIMINAL	0	0	2
TOTAL:	25	3	5



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

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

September 25, 2006

TO: Mr. Tari Renner, Chairman
FROM: Sheriff David Owens
SUBJ: OCTOBER 2nd, 2006 JUSTICE COMMITTEE MEETING

Dear Chairman Renner:

I would respectfully request that the following seven (7) items be placed on the October 2nd, 2006 Justice Committee Agenda for Action and one (1) item for Information only:

Action

- 1) **2007 Intergovernmental Agreements between the County of McLean and the City of Bloomington, the Town of Normal and Illinois State University for booking services:** These agreements are for booking services provided to the City of Bloomington, the Town of Normal and Illinois State University. The services include the completing of all booking forms, fingerprinting, taking mug shots, bonding, releasing and transferring persons into custody. The 2007 Agreement is the same as previous agreements with the exception of a 3% increase for each department. (See attached).
- 2) **Jail Kitchen Chemical Bid:** Requests for quotations were sent out to four (4) chemical companies for the Jail Chemicals for 2007. These were sent to Newman-Ullman, Ecolab, Bunn Capitol and Diversy. The only response was from Ecolab. The attached table shows the individual prices for each item and quantity of such. It also shows an estimated annual usage and amount based on these figures.

Ecolab has provided both excellent products and service. They are our current provider and they have maintained pricing, (see attached). I recommend we remain with Ecolab for 2007.

- 3) **Jail Chaplin Contract:** Chaplain Bennett has been the Inmate Chaplain for the past 10 ½ years and continues to do an excellent job in that position. The contract is for one (1) year and will expire on December 31, 2007. The contract is the same as last year, with the exception of a 3.5% increase in salary. (See attached)
- 4) **Regional Office of Education Letter of Understanding:** This Letter of Understanding is for the services of the Regional Office of Education to provide a G.E.D. instructional program for the inmates of the McLean County Detention Facility. There is no increase from 2006.
- 5) **MTU Intergovernmental Agreement:** The Intergovernmental agreement between this office and MTU 8 is a requirement of the Illinois Law Enforcement Training and Standards Board. All member agencies have to have the agreement in order to receive state matching funds. Our current agency fee, per member, is \$75.00. The State Board grants funding based on membership fees. Our current matching fund is approximately \$43,000.00 and the State provides approximately \$183,000.00 towards training. Our overall training budget is comprised of matching funds and State funds.

The purpose of this agreement is to update these agreements with current member agencies and administrators in order to continue receiving State funding.

- 6) **IDENTIX Livescan Maintenance Agreement:** The current IDENTIX Livescan system went on line December 13, 2005. The one year warranty on this system expired on December 13, 2006. In order to maintain the system past this expiration date, in the most effective manner, a maintenance agreement between IDENTIX and McLean County needs to be approved and they are the only vendor that can provide maintenance for our machine.

The IDENTIX Livescan Fingerprint System allows the McLean County Jail to capture fingerprints electronically, of those individuals arrested in McLean County. The fingerprints are scanned into the system and they are sent, via the State Network, to the Illinois State Police Bureau of Identification in Joliet. The fingerprints are sent through the State database for comparison to any archived prints. If there is a record under the finger prints sent, the Jail LEADS terminal receives a message that a

Tari Renner, Chairman
Justice Committee
September 25, 2006
Page 3

match was found and a State ID Number is provided to us. Using that number, a Criminal History can be accessed. Positive identification, and the reporting of offenses to the State in a matter of minutes, keeps the flow of information up to date. It keeps the criminal justice system current in dealing with those people arrested.

- 7) **Dietary Consultant Agreement:** In order to follow the Illinois State County Jail Standards, in the area of Food Services to the inmates, a Dietary Consultant will be called upon to audit the menus for the year and discuss with the McLean County Jail Cook Supervisor the nutritional content of the meals served.

Also, on an as needed basis when dealing with complex dietary issues for inmates on special diets (due to health reasons), the Consultant can be called upon to help the Cook Supervisor plan these diets. It is critical that the Consultant advise the cooks on these meals when inmates with diabetes, heart problems, allergies, etc. are in custody. Inmates that require special diets are an every day occurrence and not something that happens only occasionally. That is why the Dietary Consultant is an essential part of the meal planning.

Information

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

Respectfully,

David Owens
Sheriff

DO:jc

Attachments

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.

2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not

limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.

5. The City will pay the County at an annual rate of Twenty Thousand One Hundred Ninety Dollars (\$20,190.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,682.50 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2007 through December 31, 2007. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

APPROVED:

Steve Stockton, Mayor
City of Bloomington

Michael Sweeney, Chairman
McLean County Board

Date: _____

Date: _____

ATTEST:

ATTEST:

Tracy Covert, City Clerk
City of Bloomington

Peggy Ann Milton, Clerk of
McLean County Board

Date: _____

Date: _____

Roger Aiken, Chief of Police
City of Bloomington

David G. Owens, Sheriff of
McLean County

Date: _____

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
COUNTY OF McLEAN AND THE TOWN OF NORMAL**

WHEREAS, the Town of Normal has requested the County of McLean to provide booking services: and

WHEREAS, the County of McLean has booking facilities: and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

NOW THEREFORE, the parties hereto agree as follows:

- 1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.**
- 2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.**
- 3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**
- 4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.**

5. The Town will pay the County at an annual rate of Twenty Thousand One Hundred Ninety Dollars (\$20,190.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. The total amount due herein shall be paid in twelve (12) equal monthly payments of \$1,682.50 at the first of each month.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2007 through December 31, 2007. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.

APPROVED:

Chris Koos, Mayor
Town of Normal

Date: _____

ATTEST:

Wendelyn Briggs, Town Clerk of the
Town of Normal

Date: _____

Kent Crutcher, Chief of Police
Town of Normal

Date: _____

APPROVED:

Michael Sweeney, Chairman of
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, County Clerk of
McLean County

Date: _____

David G. Owens, Sheriff of
McLean County

Date: _____

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN AND ILLINOIS STATE UNIVERSITY**

WHEREAS, Illinois State University has requested the County of McLean to provide booking services; and

WHEREAS, the County of McLean has booking facilities; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 *et seq.* permits and encourages intergovernmental cooperation and agreements;

NOW, THEREFORE, the parties hereto agree as follows:

1. The County of McLean will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.

2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individual taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. Illinois State University shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.

3. The County shall have full responsibility for all individuals delivered for booking by the Illinois State University Police. This responsibility shall include the cost of any medical care administered during the booking process. To the extent permitted under State and Federal law, the County will indemnify and hold the University harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for Illinois State University pursuant to this Agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. The County of McLean does not waive its protection under the Local Governmental and Governmental Employees Tort Immunity Act.

4. To the extent permitted under State and Federal law, Illinois State University will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by Illinois State University, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies. Illinois State University does not waive its sovereign immunities.

5. Illinois State University will pay the County a flat annual fee of One Thousand Ten Dollars (\$1,010.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Amounts due hereunder shall be paid at the time of execution of the contract.

7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this agreement by giving the County six (6) months written notice of its intent to terminate.

8. This agreement shall be in effect from January 1, 2007 through December 31, 2007. Thereafter, this agreement may be renewable on a year to year basis subject to adjustments in the amounts charged for the services provided.

APPROVED:

ILLINOIS STATE UNIVERSITY

Stephen M. Bragg, Vice President
for Finance and Planning

Date: _____

Ronald D. Swan, Chief of Police
Illinois State University

Date: _____

APPROVED:

COUNTY OF McLEAN

Michael F. Sweeney, Chairman
McLean County Board

Date: _____

ATTEST:

Peggy Ann Milton, County Clerk
for McLean County

Date: _____

David G. Owens, Sheriff
Of McLean County

Date: _____

APPROVED AS TO FORM:

Lisa Husan, General Counsel
Illinois State University

Date: _____

APPROVED AS TO FORM:

Eric T. Ruud, First Assistant
McLean County State's Attorney

Date: _____

Chemical Quotes for 2007

	UNIT SIZE/ UNIT PRICE	AUTO- DISPENSER	100% PARTS & LABOR FOR DISH MACHINE	ESTIMATED MONTHLY USAGE	PRODUCT SPECIFICATION MATERIAL DATA SAFETY SHEET ENCLOSED
LIQUID LAUNDRY DETERGENT	5 gal. \$62.85 16326 Tri Star Flexylite	YES	NO 100% Parts for Dispensing System	4 pails	YES
LIQUID LAUNDRY DESTAINER/ BLEACH	5 gal. \$35.30 15982 Laundri Destainer	YES	NO 100% Parts for Dispensing System	4 pails	YES
LIQUID LOW- TEMP DISH MACHINE DETERGENT	5 gal. \$51.50 14514 HD EcoKlene	YES	YES	3 pails	YES
LIQUID LOW- TEMP DISH MACHINE RINSE	4.5 gal. pail \$75.00 15172 Ultra Dry	YES	YES	1 pail	YES
LIQUID LOW- TEMP DISH MACHINE SANITIZER	5 gal. \$31.25 13961 Ultra San	YES	YES	2 pails	YES
LIQUID DELIMER	4/1 gal. case \$34.30 12021 Limeaway	YES	NO 100% Parts for Dispensing System	1 gallon	YES
Third Sink Sanitizer	4/1 gal. case \$49.70 11023 Ster Bac Blu	YES	NO 100% Parts for Dispensing System	2 gallons	YES
Pot and Pan Soap	4/5 lb. \$115.00 17301 Solitaire	YES	NO 100% Parts for Dispensing System	1 capsule	YES

Please fill out each block above with either a yes or no or supply correct information specified.

Name of Company Submitting Quote Ecolab Inc.


Name of Authorized Agent Bruce Kotton

Date of Quote 8/24/06

Company Telephone Number 800-352-5326 x2892

Total Quote for Chemicals \$ 8,963.48

Additional Comments

Signature of Authorized Agent 

CONTRACT – INMATE CHAPLAIN

This contract entered into this _____ day of _____ 2006 between the County of McLean, A Body Corporate and Politic and Colleen Bennett (Inmate Chaplain) pursuant to her successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish, at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents, and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgements and attorney fees paid or incurred, by or on behalf of McLean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of \$11,027.00. Payments to be made quarterly.

The term of this Contract shall be for 12 months beginning January 1, 2007. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Either party may cancel this Contract without cause upon giving the other party thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

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

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assign's, representatives and heirs of such parties.

This Contract shall not be amended unless in writing expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

Parties agree that the foregoing and the attached document(s) (if any) constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois, this _____ day of _____ 2006.

Colleen Bennett

Sheriff Dave Owens

APPROVED:

Michael Sweeney, Chairman
McLean County Board

ATTEST:

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

**LETTER OF UNDERSTANDING
BETWEEN
McLEAN COUNTY BOARD AND THE
REGIONAL OFFICE OF EDUCATION
FOR McLEAN AND DEWITT COUNTIES**

McLEAN COUNTY JAIL EDUCATION PROGRAM

IT IS MUTUALLY AGREED by and between the Regional Office of Education for McLean and DeWitt Counties (hereinafter referred to as "ROE" and the McLean County Sheriff's Department, Jail Division (hereinafter referred to as "JAIL") as follows:

1. SCOPE OF PROGRAM:

ROE will provide an instructional program for inmates of the JAIL consisting of the following components:

A. Instruction for adults.

2. RESPONSIBILITIES OF ROE:

ROE will provide classroom instruction in accordance with a schedule established by ROE in cooperation with the Superintendent of the JAIL or his designee. ROE will provide the Jail with a monthly schedule.

- A. The instructor(s) employed by ROE for such program will be certified in accordance with the regulations of the Illinois State Board of Education.**
- B. ROE will furnish all textbooks, reference books, and instructional materials for such program.**
- C. The ROE instructor will provide any written reports requested by the McLean County Detention Facility Program Director in a timely manner. The instructor shall have control of his/her classroom with regard to teaching methods, etc., and will have the final decision as to the style and method of teaching. He/she may remove or have removed any student from the class for cause. "Cause" shall include, but not be limited to, such things as being a disruptive influence, passing notes, failure to follow instructor's directions or a violation of any rule or regulation of the McLean County Detention Facility.**
- D. A substitute teacher will be provided by ROE whenever there is a planned instructor absence of five (5) working days or more.**

- E. For the purpose of administering this agreement, the following person will be designated representative of ROE unless the Sheriff is otherwise advised in writing:

Mrs. Joyce H. Fritsch, Director
GED/Adult Literacy Programs
905 N. Main St. Suite # 2
Normal, Il. 61761
309-888-9884

3. RESPONSIBILITIES OF JAIL:

- A. The Program Director of the McLean County Detention Facility will be responsible for assigning students to the program.
- B. The JAIL will provide ROE with the following:
- (1) Classroom facilities with necessary furniture and equipment for conducting the program at the JAIL.
 - (2) Suitable arrangements for safekeeping of wraps and valuables while instructors are on duty at the JAIL.
- C. For the purpose of administering this agreement, the following person will be the designated representative of the JAIL unless ROE is otherwise advised in writing:

Thomas Phares, Jail Superintendent
104 W. Front Street
Bloomington, IL 61702-2400
(309) 888-5036

4. INSURANCE AND BENEFITS:

Because the parties to this Agreement are affiliated with the body politic and corporate of the County of McLean, the County of McLean will maintain workers' compensation, unemployment insurance and general liability insurance. For all other purposes the ROE shall be regarded as the employer in all respects, irrespective of the source of funding.

5. RESOLUTION OF PROBLEMS:

ROE and the JAIL agree that they will seek a satisfactory resolution to any problem that may arise during the term of this agreement, and that any such problem will be resolved by consultation and mutual agreement of the parties. In the event of a problem that cannot be resolved between the ROE Instructor and the McLean County Detention Facility Program Director, each should report the problem to his/her immediate supervisor.

6. PRIOR AGREEMENTS AND AMENDMENTS:

This Agreement cancels, terminates, and supersedes all prior Agreements of the parties respecting any and all subject matter contained herein. Any amendment or modification to this Agreement shall be in writing and shall be signed by all parties hereto.

7. DURATION OF AGREEMENT:

This Agreement shall be effective on January 1, 2007, through December 31, 2007.

8. COMPENSATION:

The JAIL will pay to ROE the amount of \$15,400.00 in two equal payments for conducting the program as follows:

- A. \$7,700.00 no later than January 15, 2007, and
- B. \$7,700.00 no later than July 1, 2007.

IN WITNESS WHEREOF, the undersigned as duly authorized representatives or officers of their respective entities, do now affix their signature to this Agreement on the date below indicated.

McLean County Sheriff's Department

By: _____ Date _____, David G. Owens, Sheriff

**Regional Office of Education
McLean and DeWitt Counties**

By: _____ Date _____

McLean County Board:

By: _____ Date _____
Michael Sweeney, Chairman

ATTEST: _____ Date _____
Peggy Ann Milton, Clerk of the County
Board of McLean, Illinois

Intergovernmental Agreement

Law and Justice Commission, MTU #8

The undersigned unit of local government, charged with the duty of enforcing the law and providing training for the law enforcement officers employed by each of them, recognize that few of them individually have the resources or the volume of trainees to support an in-service training program of the quality that could be provided by a joint effort with assistance available through the Intergovernmental Law Enforcement Officer's In-Service Training Act.

For and in consideration of the payments and contributions herein set forth, and a mutual covenant and obligation of the parties hereto, it is agreed by and among the undersigned parties as follows:

- 1) **AUTHORITY.** The parties hereto enter into this Intergovernmental Agreement pursuant to the authority vested in them by Article VII, Section 10 of the Constitution of the State of Illinois, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) for the joint exercise of this power to employ peace officers and to train them, and in accordance with the Intergovernmental Law Enforcement Officer's In-Service Training Act (50 ILCS 750/1 et. seq.) as any of them may now or hereafter be amended.
- 2) **DEFINITIONS.** "Act" means the Intergovernmental Law Enforcement Officer's In-Service Training Act. "Region" means the Law and Justice Commission, MTU #8. "Member" means any unit of local government which by official action of its governing body agrees to participate in the Region as provided herein. "Police Training Board" means the Illinois Local Governmental Law Enforcement Officers Training Board. "Advisory Board" means the Law and Justice Commission MTU #8 Advisory Board. "Units of local government" means counties, municipalities, townships, special districts, and entities designated as units of local government by law, which exercise limited governmental powers or powers in respect to limited governmental subjects, but does not include school districts.
- 3) **PURPOSE.** The purpose of this contract is to participate in the multi-jurisdictional unit known as the Region which shall analyze and determine the law enforcement training needs of its members' law enforcement personnel employed by the state, by units of local government or by the federal government, or government, or their agencies and departments in the administration of justice. The Region will cooperate and coordinate its efforts with the Police Training Board.

- 4) **MEMBERS.** Units of local government may be added as members of the Region upon a majority vote of the representatives on the Advisory Board present at a regular meeting, provided that written notice that such question will be voted on has been mailed to each representative on the Board not less than ten days prior to the said meeting.
- 5) **DUTIES OF REGION.** The Region shall have as its duties and responsibilities those which are prescribe in the Act and those which are set forth in this Intergovernmental Agreement. The Region shall make rules pursuant to the Act and this Intergovernmental Agreement. The Region shall limit its operations to in-service training of law enforcement personnel employed by the state, by units of local government, or by the federal government, or their agencies and departments in the administration of justice.
- 6) **STAFF.** The staff of the Region shall consist of a full-time director appointed by the Board who shall be the chief executive officer of the Region and such clerical employees and other personnel as shall be authorized by the Board to be necessary for the operation of the Region.
- 7) **DUTIES OF DIRECTOR.** The Director shall be responsible for
 - a. managing and coordinating the on-going operation of the Region,
 - b. employing, terminating and supervising authorized or part-time staff
 - c. arranging for qualified instructors from among the employees of the state, local or federal departments or agencies wherever practical, and obtaining other instructional services as required
 - d. preparing and presenting to the Board, not less than sixty days prior to each fiscal year, a detailed proposed operating budget and a detailed schedule of proposed training for the upcoming year, and
 - e. securing and keeping in force at all times a policy or policies of insurance in amounts to be determined from time to time by the Board to protect against liabilities arising out of the operation of the Region.
- 8) **FUNDING.** Participating members shall contribute an annual fee fixed by the Advisory Board.
- 9) **OPERATION.** The fiscal year for the Region shall be July 1 through June 30.

10) **TERMINATION.**

- a. Any member may terminate its participation voluntarily only at the end of any fiscal year with sixty days advance written notice to the Advisory Board.
- b. In the event a member is terminated for failure to make contribution when pursuant due pursuant to Article 8 of this contract, all of that member's rights to the services and privileges of membership in the Region shall immediately cease and abate; and any contributions already made to the Region shall be forfeited to and retained by the Region.
- c. Termination shall occur if all parties agree or if funds are insufficient for operation of the Region.

11) **HUMAN RIGHTS.** This contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.).

COUNTY OF McLEAN

ATTEST:

Michael F. Sweeney, Chairman
McLean County Board

Peggy Ann Milton, Clerk of the
McLean County Board

Date _____

Date _____

McLEAN COUNTY SHERIFF'S DEPARTMENT

David Owens, Sheriff

Date _____



MAINTENANCE AGREEMENT ADDENDUM

Identix, Incorporated
 5600 Rowland Road
 Minnetonka, MN 55343
 Tel: (952) 932-0888
 TIN #: 94-2842496

Quotation Information				
Number	Date	Valid Until	Contract (if applicable)	System ID
CM9-85706	05-15-2006	12-31-2006	None	4018-0002

Billing Address

McLean County Sheriffs Department
 101 W Front Street
 Room 105
 Bloomington, IL 61701
 USA
 Tom Phares
 309-888-5068
 309-888-5072

Equipment Location

McLean County Sheriffs Department
 101 W Front Street
 Room 105
 Bloomington, IL 61701
 USA
 Tom Phares
 309-888-5068
 309-888-5072

Please refer to System ID number when placing a service call.

EFFECTIVE START DATE: 12/12/2006 END DATE: 01/31/2007

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$224.00 per year - prepayment.
- 9/5 price = \$493.00 per year - prepayment.
- 24/7 price = \$571.00 per year - prepayment.
- Preventative Maintenance Visits at \$241.00 per time x _____ times per year = \$ _____.

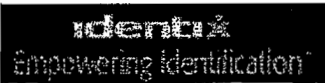
TOTAL Cost \$ _____ Maintenance plus Preventative price (if any).

Please check type of preferred billing: Annual Invoice or Quarterly Invoice or Monthly Invoice

BY: _____	P.O. #: _____
NAME: <u>Cindi Johnson</u>	BY: _____
TITLE: <u>Contracts Administrator</u>	NAME: _____
DATE: <u>June 15, 2006</u>	TITLE: _____
	DATE: _____

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

Quote Only



MAINTENANCE AGREEMENT ADDENDUM

Identix, Incorporated
 5600 Rowland Road
 Minnetonka, MN 55343
 Tel: (952) 932-0888
 TIN #: 94-2842496

Quotation Information				
Name:	Date:	Valid Until:	Contract applicable:	System:
CVL 11708	06-15-2006	12-31-2006	None	CVL 11708

Billing Address

McLean County Sheriffs Department
 101 W Front Street
 Room 105
 Bloomington, IL 61701
 USA
 Tom Phares
 309-888-5068
 309-888-5072

Equipment Location

McLean County Sheriffs Department
 101 W Front Street
 Room 105
 Bloomington, IL 61701
 USA
 Tom Phares
 309-888-5068
 309-888-5072

Please refer to System ID number when placing a service call.

EFFECTIVE START DATE: 02/01/2007 END DATE: 01/31/2008

PRICE: "Please choose coverage": (Sales Tax additional if applicable to your state)

- Helpdesk price = \$1,601.00 per year - prepayment.
- 9/5 price = \$3,532.00 per year - prepayment.
- 24/7 price = \$4,085.00 per year - prepayment.
- Preventative Maintenance Visits at \$241.00 per time x _____ times per year = \$_____.

TOTAL Cost \$ _____ Maintenance plus Preventative price (if any).

Please check type of preferred billing: Annual Invoice or Quarterly Invoice or Monthly Invoice

BY: _____	P.O. #: _____
NAME: <u>Cindi Johnson</u>	BY: _____
TITLE: <u>Contracts Administrator</u>	NAME: _____
DATE: <u>June 15, 2006</u>	TITLE: _____
	DATE: _____

The terms and conditions of Identix's current Maintenance Agreement Terms and Conditions are hereby incorporated into this Addendum by this reference. If your agency requires a Purchase Order, please attach or include the P.O.#. If neither is given, we will invoice from the signed addendum. **THIS IS NOT AN INVOICE.**

Quote Only

IDENTIX INCORPORATED SYSTEM MAINTENANCE TERMS AND CONDITIONS

I. GENERAL SCOPE OF COVERAGE

Subject to payment in full of the applicable maintenance fees for the system ("System") described in Identix Incorporated's ("Identix") current Maintenance Agreement Addendum ("Addendum") with customer ("Customer"), Identix, or its authorized agents or subcontractors, shall provide the System maintenance services ("Services") set forth and in accordance with the terms herein (this "Agreement") and the Addendum. The terms of the Addendum are hereby incorporated into this Agreement by this reference.

II. MAINTENANCE SERVICES

The Services provided by Identix are those services selected by Customer from one or more of the following maintenance services programs:

A. Included With All Remedial Maintenance Services. *Included With All Remedial Maintenance Services* are as follows:

- Unlimited 24/7 telephone technical support for System hardware and software from the Identix TouchCare Support Center via Identix toll free telephone number.
- TouchCare Support Center managed problem escalation, as required, to Identix' technical support staff to resolve unique problems.
- Identix shall furnish all parts and components necessary for the service and maintenance of the System. Replacement parts shall be sent to the Customer. All replaced defective parts shall become Identix' property. Identix shall determine if a replacement part is necessary. Replacement parts and components may be new or refurbished. Unless otherwise agreed by Identix, replacement parts and components needed at international destinations shall be shipped by Identix to the Customer-specified United States destination, and the Customer shall arrange for shipment of the parts and components to the final international destination. In the event Identix ships replacement parts and components to an international destination, the Customer shall be responsible for all shipping expenses, duties, tariffs, taxes, and all other delivery related charges.
- System disconnect/reconnect services, as long as an Identix field service engineer does not have to be dispatched to the Customer's site (see III. A. Exclusions).

- Identix shall make available to Customer one copy (in electronic or other standard form) of each Update (defined herein) for those System components that are developed by Identix and for which Identix, in its sole discretion, elects to develop and generally make available to customers whose Systems are under warranty or under a current Identix Maintenance Agreement Addendum. Customer shall provide Identix with continuous network or dial-up access to the System (whether stand alone or connected to a central site), and Identix shall deliver the Update via this remote means of delivery. In the event continuous network or dial-up access is not available for *24/7 Maintenance Services* and *9/5 Maintenance Services* Customers, then Identix shall install the Update during any subsequently scheduled on-site visit by Identix for service of the System. An "Update" means a new release of such System software components that are developed by Identix which contain (i) bug fixes, corrections, or a work-around of previously identified errors with such software, or (ii) minor enhancements, improvements, or revisions with substantially similar (but not new) functionality to the original licensed System software.

B. 24/7 Maintenance Services. Identix' *24/7 Maintenance Services* are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided 24/7, including holidays. Identix shall use its best efforts to have an Identix' field service engineer at the Customer's facility within four (4) hours from the time the engineer is dispatched by Identix' Help Desk for customers located within a 100 mile radius of an authorized Identix' service location and within 24 hours for customers located outside such 100 mile radius.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction

applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer in accordance with Section II.A. of this Agreement.

C. 9/5 Maintenance Services. Identix' 9/5 Maintenance Services are as follows:

- Customer will receive a telephone response to service calls within one (1) hour from the time Customer places a service call with Identix' Help Desk.
- Identix' Help Desk will attempt problem resolution via telephonic verbal and dial-in troubleshooting prior to dispatching an Identix field service engineer to Customer's facility for on-site service.
- If on-site service is necessary, such service shall be provided nine (9) business hours (that is, 8:00 a.m. to 5:00 p.m.) per day, five business days per week. Identix shall use its best efforts to have an Identix' field service engineer at Customer's facility within eight (8) working hours from the time the engineer is dispatched by Identix' Help Desk if Customer's facility is located within a 100 mile radius of an authorized Identix' service location and within 24 hours if Customer's facility is located outside such 100 mile radius.
- Upon Identix' acceptance of Customer's request for after hours service, Customer shall pay for such after hours service on a time and materials basis at Identix' then current rates.
- At no additional charge, Identix will provide Customer with up to four (4) Customer-requested new type of transaction applications and up to two (2) changes to type of transaction applications that are mandated by the applicable State government agency for state-wide or interstate implementation; provided, however, that any such type of transaction application or State mandated change does not, in Identix' sole opinion, require a significant development effort. In such event, Identix will provide Customer with a quote for developing and providing Customer with any such applications and changes. Table updates are treated as Updates and will be made available to Customer

in accordance with Section II.A. of this Agreement.

D. Help Desk Maintenance Services. Identix' Help Desk Maintenance Services are as follows:

- The Services do not include any Identix on-site maintenance services. The Customer agrees to provide the on-site personnel to assist the Identix Help Desk with troubleshooting, module replacement, and installation of Updates, as required.
- Customer shall maintain at least one (1) Identix trained System manager on the Customer's System support staff during the term of such Services period contained in the applicable Addendum, and such Customer System manager shall be responsible for periodically backing-up System software in accordance with Identix' periodic requirements. Unless otherwise agreed in writing by Identix, the Customer shall be responsible for the installation of each Update.
- Customer will receive a telephone response to service calls within one (1) hour from the time the Customer places a service call with Identix' Help Desk.
- Identix shall furnish all parts and components necessary for the maintenance of the System. Identix' shipment of a replacement part to Customer will be initiated promptly after the Identix' Help Desk determines the need for such item. Replacement part orders initiated prior to 3:00 p.m. Central shall be shipped the same business day, where orders initiated after 3:00 p.m. Central shall be shipped the next business day. All shipments are made via next day priority air.
- If a defective part is required by Identix to be returned to Identix, the packaging material used in shipment of the replacement part must be reused to return the defective part. [Note: defective parts are not repaired and returned to Customer. Customer will be invoiced for any defective parts that are not returned to Identix within two (2) weeks after receipt of the replacement part. Identix is not responsible for any markings (i.e., asset tags) that Customer may place on System components. It is Customer's responsibility to remove such markings.]
- Upon Customer's request for Identix on-site service, Identix shall use its best efforts to have an Identix field service engineer at the Customer's facility within 48 hours from the time the engineer is dispatched by Identix' Help Desk. Customer shall pay for such on-site service on a time and travel basis at Identix' then

current rates and travel policies, respectively. Prior to dispatch of an Identix engineer, Customer shall either provide Identix with a purchase order ("P.O."), complete Identix' P.O. Waiver form, or provide Identix with a valid credit card number.

E. Preventive Maintenance Services. Identix' *Preventive Maintenance Services* are as follows:

- Preventive maintenance service calls consist of System cleaning, verification of calibration, and verification of proper System configuration and operation in accordance with Identix' specifications for such System. Identix and Customer will seek to agree upon the scheduling of the preventive maintenance service call promptly after commencement of the term of this Agreement and the commencement of any renewal term.
- Preventive maintenance service calls are only available in connection with Identix' 24/7 Maintenance Services and Identix' 9/5 Maintenance Services offerings. Preventive maintenance service calls are priced on a per call basis in accordance with Identix' then current published prices for such Services. Preventive Maintenance Services may not be available for certain System components.

III. EXCLUSIONS FROM SERVICES

A. Exclusions. The Services do not include any of the following:

- System disconnect/reconnect services (for System moves) if an Identix field service engineer is required at the Customer's site.
- Additional training beyond that amount or level of training originally ordered by Customer.
- Maintenance support or troubleshooting for Customer provided communication networks.
- Maintenance required to the System or its parts arising out of misuse, abuse, negligence, attachment of unauthorized components (including software), or accessories or parts, use of sub-standard supplies, or other causes beyond Identix' control.
- Maintenance required due to the System being modified, damaged, altered, or serviced by personnel other than Identix' authorized service representatives, or if parts, accessories, or components not authorized by Identix are fitted to the System.
- Maintenance required due to moving the System.
- Maintenance required due to failures caused by Customer or Customer's software or other software, hardware or products not licensed by Identix to Customer.

- Providing or installing updates or upgrades to any third party (i.e., Microsoft, Oracle, etc.) software.
- Providing consumable parts and components (i.e., platens, toner cartridges, etc.); such items are replaced at the Customer's expense.
- Maintenance required due to failures resulting from software viruses, worms, Trojans, and any other forms of destructive or interruptive means introduced into the System.
- Maintenance required due to failures caused by Customer facility issues such as inadequate power sources and protection or use of the System in environmental conditions outside of those conditions specified in Identix' System documentation.

B. Availability of Additional Services. At Customer's request, Identix may agree to perform the excluded services described immediately above in accordance with Identix' then current rates. Other excluded services that may be agreed to be performed by Identix shall require Identix' receipt of a Customer P.O., Customer's completion of Identix' P.O. Waiver form, or Customer providing Identix with a valid credit card number before work by Identix is commenced.

C. Non-Registered System Components. Any System components not registered in the Addendum for which Services are requested by Customer may be required to have a pre-maintenance inspection by Identix before being added to the Addendum and this Agreement. This inspection will also be required if this Agreement has expired by more than thirty (30) days. Identix' inspection will be billed at Identix' current inspection rate plus travel expenses and parts (if any required).

D. Third Party Hardware and Software. Customer shall be solely responsible for obtaining from Identix or an Identix authorized or identified vendor, at Customer's sole expense: (i) all Identix and third party software that may be required for use in connection with any Updates, major enhancements or new versions; and (ii) all hardware that may be required for the use of any Updates, major enhancements or new versions. Identix will specify the hardware and third party software requirements for any Updates.

IV. SERVICE CALLS

Customer may contact Identix' TouchCare Support Center by calling 1-888-HELP-IDX (888-435-7439). Service calls under this Agreement will be made at the installation address identified in the Addendum or as otherwise agreed to in writing.

V. TERM AND TERMINATION

This term of this Agreement shall commence upon Identix' receipt of the annual maintenance fee reflected in the Addendum and shall continue for a period of one (1) year. This Agreement may be renewed for additional one (1) year terms upon the parties' mutual agreement and Customer's execution of an updated Addendum and Identix' receipt of the applicable annual maintenance fee reflected in the updated Addendum. Either party may terminate this Agreement in the event of a material breach by the other party that remains uncured for a period of thirty (30) days from the date the non-breaching party provided the other with written notice of such breach.

VI. FEES FOR SERVICES

A. **Fees.** The initial fee for Services under this Agreement shall be the amount set forth in the Addendum. The annual maintenance fee during any renewal term will be Identix' current rates in effect at the time of renewal. Customer agrees to pay the total of all charges for Services annually in advance within thirty (30) days of the date of Identix' invoice for such charges. Customer understands that alterations, attachments, specification changes, or use of sub-standard supplies that cause excessive service calls, may require an increase in Service fees during the term of this Agreement at the election of Identix, and Customer agrees to promptly pay such charges when due.

B. **Failure to Pay Fees.** If Customer does not pay Identix' fees for Services or parts as provided hereunder when due: (i) Identix may suspend performance of its obligation to provide Services until the account is brought current; and (ii) Identix may, at its discretion, provide the Services at current "non contract/per call" rates on a COD basis. Customer agrees to pay Identix' costs and expenses of collection including the maximum attorneys' fee permitted by law (said fee not to exceed 25% of the amount due hereunder).

VII. LIMITED WARRANTY / DISCLAIMER / LIMITATION OF LIABILITY

Identix shall provide the Services hereunder in a professional and workmanlike manner by duly qualified personnel. EXCEPT FOR THIS LIMITED

WARRANTY, IDENTIX HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE IN REGARD TO THE SERVICES, SOFTWARE, AND ANY OTHER GOODS PROVIDED HEREUNDER. IN NO EVENT SHALL IDENTIX' AGGREGATE LIABILITY TO CUSTOMER ARISING OUT OF, OR RELATED TO, THIS AGREEMENT, UNDER ANY CAUSE OF ACTION OR THEORY OF RECOVERY, EXCEED THE NET FEES FOR IDENTIX' SERVICES ACTUALLY PAID BY CUSTOMER TO IDENTIX UNDER THE APPLICABLE ADDENDUM TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE CUSTOMER'S CAUSE OF ACTION AROSE. IN NO EVENT SHALL IDENTIX BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE; LOSS, INACCURACY, OR CORRUPTION OF DATA OR LOSS OR INTERRUPTION OF USE; OR FOR ANY MATTER BEYOND IDENTIX' REASONABLY CONTROL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE DATE THE CAUSE OF ACTION AROSE.

VIII. LIMITED LICENSE TO UPDATES

Identix may deliver Identix-developed Updates to Customer. The terms of Identix' end user license for the Identix' software delivered as part of the System shall govern Customer's use of the Updates.

IX. MISCELLANEOUS

This Agreement shall be governed by and construed according to the laws of the State of Minnesota, excluding its conflict of laws provisions. This Agreement constitutes the entire agreement between the parties regarding the subject matter described herein and may not be modified except in writing signed by duly authorized representatives of Identix and the Customer. This Agreement may not be assigned by Customer without the prior express written consent of Identix.

DIETARY CONSULTANT AGREEMENT

This is to verify that McLean County Jail is at the address 104 West Front St., in the city of Bloomington, Illinois and has engaged professional Dietary Consultation.

Duties and responsibilities will include:

1. Review Seasonal cycle menu system for regular and therapeutic diets providing three (3) meals per day and evening nourishments which will meet recommended daily allowances by the Food and Nutrition Board of the National Research Council and by the Illinois State Board of Correctional Services.
2. Ensure that Standardized recipes are used for all prepared items on the menu.
3. Review and update if necessary, a policy and procedure manual concerned with dietetic services.
4. Inspect food service area for sanitation, storage, preparation, and serving concerns.
5. Recommendations for cost containment procedures, inventory control systems, new products, equipment and staffing as pertaining to the dietary department.
6. Counsels the resident and staff with regard to the resident's nutritional needs if called upon by dietary or nursing services.
7. All services will be in accordance with directives and policies by the State of Illinois.
8. Services in addition to those stated will be determined by the Administrator and Consultant.

For this service, the fee will be \$35.00 per hour on a as needed basis. If additional time is necessary or work outside the facility is performed, it will be approved by the Administrator prior to the work being performed. All fees due and payable the 30th of the month, following the services rendered.

McLean County Jail retains professional and administrative responsibilities for the services rendered.

This agreement is effective for one year, JAN. 1, 2007 through December 31, 2007
Either party may terminate this agreement by giving sixty (60) days written notice to the other party.

BY: _____
Administrator

DATE: _____

BY: Margery R. Rush, RD, CD
Registered Dietitian

DATE: _____



COMMISSION ON DIETETIC REGISTRATION
 the credentialing agency for the
 AMERICAN DIETETIC ASSOCIATION
 120 South Riverside Plaza, Suite 2000, Chicago, IL 60606

The Commission on Dietetic Registration certifies that

Margery R Ruch

has successfully completed requirements for dietetic registration.

Registration Payment Period **9/01/05 - 8/31/06**

Signature *Margery R Ruch* Registered Dietitian (RD)

Registration I.D. Number

380288

Joyce Gilbert PhD, RD, LD
 Chair, Commission on Dietetic Registration



MEMBERSHIP CARD

American Dietetic Association
 FOR

Margery R Ruch

Membership Year June 1, 2005 - May 31, 2006

Class **Active** Member # **00380288**

Signature: *Margery R Ruch*
 Martin M. Yadrick, MS MBA RD FADA Treasurer

State of Illinois
 Department of Financial and Professional Regulation
 Division of Professional Regulation

LICENSE NO. **164.003076**

LICENSED
DIETITIAN NUTRITIONIST

MARGERY RACHELLE RUCH

EXPIRES:
10/31/2007

Dean Martinez DEAN MARTINEZ
 ACTING SECRETARY *Daniel E. Bluthardt* DANIEL E. BLUTHARDT
 ACTING DIRECTOR

The official status of this license can be verified at www.idfpr.com
 12417899

McLEAN COUNTY – GRANT INFORMATION FORM

General Grant Information

Requesting Agency or Department: McLean County Sheriff's Office		This request is for: <input type="checkbox"/> A New Grant <input checked="" type="checkbox"/> Renewal/Extension of Existing Grant	
Granting Agency: Illinois Criminal Justice Information Authority		Grant Type: <input type="checkbox"/> Federal, CFDA #: 16-588 <input type="checkbox"/> State <input type="checkbox"/> Other	Grant Date: Start: 09/01/2006 End: 08/31/2007
Grant Title: McLean County Multidisciplinary Response Team			
Grant Amount: \$188,684		Grant Funding Method: <input checked="" type="checkbox"/> Reimbursement, Receiving Cash Advance <input type="checkbox"/> <input type="checkbox"/> Pre-Funded	
Match Amount (if applicable): Required Match :\$45,555 Overmatch: \$8,058		Expected Initial Receipt Date: As soon as these continuations are sent back to ICJIA	
Grant Total Amount: \$188,684		Source of Matching Funds (if applicable): Department	
Will it be likely to obtain this grant again next FY? <input type="checkbox"/> Yes <input type="checkbox"/> No		Equipment Pass Through? <input type="checkbox"/> Yes <input type="checkbox"/> No Monetary Pass Through? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Grant Costs Information

Will personnel be supported with this grant: <input checked="" type="checkbox"/> Yes (complete personnel portion below) <input type="checkbox"/> No		A new hire will be responsible for financial reporting: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																									
<table border="1"> <thead> <tr> <th align="center" colspan="2">Grant Expense Chart</th> </tr> <tr> <th align="left">Personnel Expenses</th> <th align="right">Costs</th> </tr> </thead> <tbody> <tr> <td>Number of Employees:</td> <td align="right">1.1</td> </tr> <tr> <td>Personnel Cost</td> <td align="right">\$68,500</td> </tr> <tr> <td>Fringe Benefit Cost</td> <td align="right">\$16,010</td> </tr> <tr> <td>Total Personnel Cost</td> <td align="right">\$84,510</td> </tr> <tr> <td colspan="2">Additional Expenses</td> </tr> <tr> <td>Subcontractors</td> <td align="right">\$0</td> </tr> <tr> <td>Equipment</td> <td align="right">\$0</td> </tr> <tr> <td>Other</td> <td align="right">\$104,174</td> </tr> <tr> <td>Total Additional Expenses</td> <td align="right">\$104,174</td> </tr> <tr> <td>GRANT TOTAL</td> <td align="right">\$188,684</td> </tr> </tbody> </table>		Grant Expense Chart		Personnel Expenses	Costs	Number of Employees:	1.1	Personnel Cost	\$68,500	Fringe Benefit Cost	\$16,010	Total Personnel Cost	\$84,510	Additional Expenses		Subcontractors	\$0	Equipment	\$0	Other	\$104,174	Total Additional Expenses	\$104,174	GRANT TOTAL	\$188,684	Description of equipment to be purchased: N/A	
Grant Expense Chart																											
Personnel Expenses	Costs																										
Number of Employees:	1.1																										
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Equipment	\$0																										
Other	\$104,174																										
Total Additional Expenses	\$104,174																										
GRANT TOTAL	\$188,684																										
		Description of subcontracting costs: N/A																									
		Other requirements or obligations: N/A																									

Grant Total must match "Grant Total Amount" from General Grant Information

Responsible Personnel for Grant Reporting and Oversight:

Mike Emery (Mike Emery)
Department Head Signature

9/27/06
Date

Jodi Ellsworth (Jodi L. Ellsworth)
Grant Administrator/Coordinator Signature (if different)

9/28/06
Date

OVERSIGHT COMMITTEE APPROVAL	
_____ Chairman	_____ Date

PROGRAM TITLE: Domestic Violence Multi Disciplinary Team Program

AGREEMENT NUMBER: 602371

PREVIOUS AGREEMENT NUMBER(S): 602171

ESTIMATED START DATE: September 1, 2006

SOURCES OF PROGRAM FUNDING:

FUND FFY VAWA: (FFY02)Funds \$136,665.00

Matching Funds: \$45,555.00

Over-Matching Funds: 8,911.00

Total: \$191,131.00

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

ADDRESS: 104 W. Front Street
Bloomington, IL 61702

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 37-6001569

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

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

PROGRAM AGENCY: McLean County Sheriff's Office

ADDRESS: 104 W. Front Street
Bloomington, IL 61702-2400

PROGRAM DIRECTOR: Mike Emery Sheriff
TITLE: Sheriff
TELEPHONE: 309-888-5034
E-MAIL: Mike.emery@mcleancountyil.gov

FISCAL CONTACT PERSON: Derrick Love
AGENCY: McLean County Sheriff's Office
TITLE: Chief Deputy
TELEPHONE: 309-888-5035
FAX: 309-888-5936
E-MAIL: Derrick.love@mcleancountyil.gov

PROGRAM CONTACT PERSON: Mike Emery
TITLE: Sheriff
TELEPHONE: 309-888-5034
FAX: 309-888-5429
E-MAIL: Mike.emery@mcleancontyil.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 McLean County on behalf of the McLean County Sheriff's Office, hereinafter referred to as the "Implementing Agency," with its principal offices at 104 W. Front Street, Bloomington, Illinois 61702, for implementation of the Domestic Violence Multi-Disciplinary Team Program.

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

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

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

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

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

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

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

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

SECTION 1. DEFINITIONS

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

SECTION 2. ELIGIBILITY FOR FUNDING

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

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

SECTION 3. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from September 1, 2006 through August 31, 2007

However, no funds will flow under this agreement for the period of January 1, 2007 through August 31, 2007, unless and until the state of Illinois receives written approval of an extension to the funding period for the Violence Against Women Act Formula Grant Program (02-WF-BX-0021) from the Department of Justice that covers that period, and the Executive Director of the Authority approves funding for the period. If the state of Illinois does not receive such an extension, this agreement is subject to termination.

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

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

SECTION 4. COMMENCEMENT OF PERFORMANCE

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

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

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

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

SECTION 5. PROGRAM DESCRIPTION AND BUDGET

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

SECTION 6. PAYMENT

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

The maximum amount of federal funds payable under this agreement is \$136,665.00 and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

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

SECTION 7. MATCH

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

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

SECTION 8. OBLIGATIONAL LIMITATION

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

SECTION 9. NON-SUPPLANTATION

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

SECTION 10. REPORTING AND EVALUATION REQUIREMENTS

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

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

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

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

SECTION 11. PROGRAM INCOME

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

SECTION 12. MAINTENANCE OF RECORDS

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

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

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

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

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

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

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

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

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

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

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

SECTION 14. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

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

SECTION 15. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES

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

SECTION 16. INSPECTION AND AUDIT

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

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

and local law enforcement officials.

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

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

SECTION 17. CLOSE-OUT REQUIREMENTS

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

SECTION 18. NATIONAL ENVIRONMENTAL POLICY ACT AND RELATED LEGISLATION

If the Implementing Agency undertakes *new activities related to the use of federal grant or matching funds in connection with the program* that include one or more of the activities listed below, the Implementing Agency shall assist the Authority and the U.S. Department of Justice, Office on Violence Against Women (OVW), in complying with the National Environmental Policy Act (NEPA) and other related federal environmental impact analyses requirements, including but not limited to those listed in Sections 19 and 20 of this agreement.

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

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

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

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

SECTION 19. NATIONAL HISTORIC PRESERVATION ACT COMPLIANCE CERTIFICATION

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

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

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

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

SECTION 20. IMPLEMENTING AGENCY COMPLIANCE

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

- Those laws, regulations and guidelines specified in Sections 21 and 27 of this agreement.
- The provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 38, Equal Treatment for Faith-Based Organizations; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 66, Uniform administrative requirements for grants and cooperative agreements to State and local governments; Part 67, Governmentwide Debarment and Suspension (Nonprocurement); and Part 69, New Restrictions on Lobbying; Part 70, Uniform administrative requirements for grants and agreements (including subawards) with institutions of higher education, hospitals and other non-profit organizations; Part 83, Government-wide requirements for drug-free workplace (Grants).
- Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988).
- National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; and Environmental Protection

Agency regulations (40 CFR Chapter 1).

- National Historic Preservation Act of 1966, as amended, 16 U.S.C. pars. 470 et seq.; Executive Order 11593.
- Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.
- Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.
- Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738.
- Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.
- Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.
- Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.
- Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.
- Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; and Protection of Historic Properties regulations (36 CFR Part 800).
- Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.
- Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.
- Indian Self Determination Act, 25 U.S.C. par. 450f.
- Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.
- Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.
- Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.
- Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.
- Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.

SECTION 21. NONDISCRIMINATION

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

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

- Non-Discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 U.S.C. 3789(d);
- Title VI of the Civil Rights Act of 1964, as amended;
- Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (Federal Register, June 18, 2002, Volume 67, Number 117, Page 41455-41472), and Executive Order 13166 *Limited English Proficiency Resource Document: Tips and Tools from the Field*;
- 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

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furnishing the information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 23. ASSIGNMENT

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

SECTION 24. SUBCONTRACTING

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

Subcontracts over \$100,000 that are funded with federal or matching funds must be submitted by the Implementing Agency for Authority review and approval prior to their effective dates and execution by the Implementing Agency. In addition, the Authority reserves the right to require that any subcontract funded with federal or matching funds, regardless of its dollar amount, be submitted to the Authority for review and approval prior to its effective date and execution by the Implementing Agency.

As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with federal or matching funds for Authority review and approval, to assure adherence to applicable federal guidelines.

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

SECTION 25. INDEPENDENT CONTRACTOR

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

SECTION 26. EXHIBITS, AMENDMENTS

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

SECTION 27. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Implementing Agency shall operate in conformance with the following State and federal laws and guidelines, currently in effect and hereafter amended, when applicable: Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Violence Against Women Act of 1994, as amended, the Department of Justice Program Guidelines for the STOP Violence Against Women Formula and Discretionary Grants Program (Grants to Combat Violent Crimes Against Women) (28 CFR 90 et seq., effective April 18, 1995), Violence Against Women Formula Grants Program Fiscal Year 2002 Application and Program Guidelines, Office of Justice Programs' Financial Guide, Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133, Illinois Grant Funds Recovery Act (30 ILCS 705), Illinois Procurement Code (30 ILCS 500), State Comptroller Act (15 ILCS 405), U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20), U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22), U.S. Department of Justice Regulations Governing Protection of Human Subjects (28 CFR Part 46), U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67) and the rules of the Authority (20 Ill. Adm. Code 1520).

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

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

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

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

SECTION 29. CERTIFICATION REGARDING LOBBYING.

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

SECTION 30. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

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

SECTION 31. DRUG FREE WORKPLACE CERTIFICATION

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

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

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

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

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such

conviction.

- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 32. STATEMENTS, PRESS RELEASES, ETC.

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

SECTION 33. COPYRIGHTS, PATENTS

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

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

SECTION 34. PUBLICATIONS

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

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

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

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

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

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

Any such publication shall contain the following statement:

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

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

SECTION 35. FEDERAL TAXPAYER IDENTIFICATION NUMBER

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

Name: McLean County

Taxpayer Identification Number:

Employer Identification Number 37-6001569

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

Legal Status:

<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:

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Federal and State Grants Unit

- Federal Awarding Agency: Office of Justice Programs, Office on Violence Against Women
- Catalog of Federal Domestic Assistance (CFDA) Number and Title: 16.588 Violence Against Women Formula Grants
- Grant Award Name and Number: Violence Against Woman Formula Grants Program (2002-WF-BX-0021)
- Grant Award Year: Federal Fiscal Year 2002

SECTION 37. DISPOSITION REPORTING

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

SECTION 38. CRIMINAL INTELLIGENCE SYSTEM OPERATING POLICIES

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

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

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

SECTION 40. INTEGRATION

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

SECTION 41. SEVERABILITY

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

SECTION 42. CONFIDENTIALITY REQUIREMENTS

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

SECTION 43. EQUIPMENT AND COMMODITY REQUIREMENTS

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

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

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

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

SECTION 43.1 SPECIAL CONDITIONS

Funding for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers #603170, 604174, 602371, 605172, 602473) is conditioned upon adherence to the following special conditions by all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action, Inc., are received by the authority.

1. No funds will flow for the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers# 603170, 604174, 601371 605172, 602473) including funds for initial cash requests, advance quarterly payments or quarterly reimbursements, until all required data and fiscal reports from all funded partner agencies, including McLean County State's Attorney's Office, McLean County Sheriff's Department, McLean County Court Services, Bloomington Police Department, and Mid Central Community Action, Inc., are received by the Authority.
2. The Multidisciplinary Team Response Protocol for McLean County shall be submitted to the Authority no later than 6 months after the start date of this agreement.
3. On at least an annual basis, the chief executive officers of all funded partner agencies, or their designees, shall:

- Review the Multidisciplinary Team Response Protocol;
 - Notify the Authority as to any revisions made to the protocol; and
 - Provide a copy of any protocol revisions to the Authority.
4. On at least a quarterly basis, chief executive officers of all funded partner agencies, or their designees, shall meet regarding issues about the development and implementation of the Multidisciplinary Team Response Protocol.
 5. On at least a monthly basis, persons in positions funded through the Domestic Violence Multidisciplinary Team Grant Programs (agreement numbers 603170, 604174, 602371, 605172, 602473) shall meet regarding domestic violence case statuses.
 6. Law enforcement funded partners, including the McLean County Sheriff's Department and the Bloomington Police Department shall use the uniform domestic violence law enforcement report form, and encourage non-funded law enforcement agencies in McLean County to use the uniform report form.
 7. If any grant-funded position is vacant for more than:
 - 30 days, the Implementing Agency must report by letter to the Authority the reasons for the vacancy, the steps the Implementing Agency is taking to fill the position, the date the Implementing Agency expects the position to be filled, and an explanation as to how services will be provided during the vacancy.
 - 60 days, the Implementing Agency must report by letter to the Authority the steps the Implementing Agency has taken, and will take, to fill the position; the date the Implementing Agency expects the position to be filled; and an explanation as to how services have been, and will continue to be, provided during the vacancy.
 - 90 days, the Implementing Agency must submit a written justification for continued funding to the Authority. Upon review of this justification, the Authority may, in its discretion, reduce the amount of federal funds awarded and/or terminate this agreement.

PROPOSAL NARRATIVE

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

PART I: DESCRIPTION OF PARTNERSHIP

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

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

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

The McLean County State's Attorney's Office has been using evidence- based prosecution for several years and look for every possible opportunity to use this tool. The Office uses handwritten statements, statements from 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 or if victim safety requires. With this grant, we have been able to better coordinate our responses to domestic violence cases and how evidence is collected. Through this improved coordination we have improved the quality of the evidence collected and improved our abilities to use evidence-based prosecution, which allows victims to be protected and offenders to be held accountable.

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

The McLean County State's Attorney's Office has employed a "No Drop" policy for several years and continues to do so. Once charges are filed the State's Attorney's Office proceeds with the prosecution regardless of victim cooperation using evidence-based prosecution as described above.

Please explain your progress towards a no dual arrest policy or any extensive changes made if your MDT already has one.

The McLean County Sheriff's Department domestic violence protocol does not specifically address dual arrests. During roll call training with the Sheriff's Office the State's Attorney's Office has discussed dual arrests and has trained officers in how to determine who is the primary aggressor in these types of situations. The Bloomington Police Department's domestic violence protocol discourages dual arrests and requires a thorough investigation to determine the predominant aggressor. This issue was also reviewed with Bloomington during roll call trainings conducted by the State's Attorney's Office. The Normal Police Department's domestic violence protocol does not specifically address dual arrests, but the issue was discussed during roll call training conducted by the State's Attorney's Office. This is a matter that is being discussed by the Steering Committee in their quarterly meetings for the development of a no dual arrest policy in our uniform domestic violence protocol.

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

In 1997, the McLean County State's Attorney's Office, McLean County Sheriff's Department, Bloomington Police Department, and the Normal Police Department collaborated with treatment providers, victim's services, the McLean County Domestic Violence Tasks Force and the Family Violence Coordinating Council to develop and implement coordinated domestic violence protocols. These protocols remained in place and were being followed until the implementation of our uniform protocol in 2005. The Steering Committee has been meeting and discussing these protocols and any changes that need to be made for our adopted uniform protocol.

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

The Family Violence Coordinating Council is a non-funded member of the MDT and is active participants in our monthly meetings and training opportunities. Our project coordinator, Jodi Ellsworth, MDT members and the FVCC Coordinator, Marcia O'Donnell, are currently working on various community awareness opportunities in local health care agencies and public and private schools regarding domestic violence. The Family Violence Coordinating Council also makes all MDT members aware of trainings that are available through the Family Violence Coordinating Council or other agencies. MDT members also attend any meetings held by the Family Coordinating Council and keep the Council informed of the progress made under the grant.

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

The MDT has adopted a lethality assessment tool. With the permission from the Illinois Coalition Against Domestic Violence we have created a lethality assessment tool for use within McLean County. We added items to our assessment in order to address elder abuse more thoroughly. We hope to have our entire team trained in the next month.

PART II. DESCRIPTION OF JURISDICTION

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

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

PART III: PROBLEM STATEMENT

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

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

- Continuation of Intergenerational cycle of abuse within our community.

Many children witness or are subject to domestic violence and are trapped in the environment as a result of the victim, usually the mother, not taking steps to remove herself or her children from the household. As a result those children often grow up believing domestic violence is an acceptable if not standard occurrence in life.

- Victims that have not received services-no outreach for them so they remain silent and the abuse continues

Many victims are not aware of, or do not participate in services which are available in our community. This occurs, in part, because of a lack of understanding of the programs available and fear of the unknown. As a result the victim remains in the abusive relationship because she feels trapped.

- Rapidly growing Spanish- speaking population that are not receiving treatment and services due to a language barrier and lack of available personnel.

Due to language barriers we have a funded bi-lingual advocate housed in our domestic violence unit that is available to help with bi-lingual needs of our community. She has provided more outreach to our community as well as helped numerous Spanish speaking victims when they otherwise would not have been able to be provided with services. This aspect of our Multi Disciplinary Team has been very beneficial to our success.

■The elderly continue to suffer as a silent population because of lack of manpower to conduct aggressive follow up in cases.

The elderly may be among the most vulnerable victims of domestic violence. Because of a sense of embarrassment or dependency on their abuser, domestic abuser of the elderly often goes unreported.

■Holding the offender accountable for their actions

There is a lack of available resources to ensure that each offender successfully completes treatment. The review hearing process has improved compliance rates and completion in a timely manner. The funding of probation officers in McLean County Adult Court Services helps to ensure close monitoring for offenders. In addition, coordination among the partners has helped to build strong cases that can be used to evidence based prosecution.

■Victims that are hostile to the prosecution process.

A lack of understanding or fear of the court system causes many domestic violence victims to fail to follow through with the prosecution process. A quicker response from the victim services and a coordinated effort from law enforcement and the State's Attorney's Office can increase victim understanding and reduce the fear of the court system.

■Lack of community awareness or education.

The MDT members have coordinated their efforts to participate in many community events and training opportunities. By combining resources and personnel, the MDT is able to reach a greater number in the community and to educate them regarding the issues of domestic violence and the resources available.

■Need for education of a new generation of police officers in domestic violence issues.

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

The table below is included to help your jurisdiction identify potential areas in need of improvement. If this information is not easily accessible within your agency, both county and municipal level data for Index offenses, and county level data for domestic offenses are available

in the publication, *Crime in Illinois* produced by the Illinois State Police (ISP). This publication may be downloaded from the ISP web site: <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 & Analysis Unit at 312/793.8550.

2001-2003

Jurisdiction(s) served by your agency	Domestic-Related Arrest			Domestic Violence Prosecution			Numbers of Emergency Orders of Protection		
	2003	2004	2005	2003	2004	2005	2003	2004	2005
McLean County	531	524	547	578	562	571	74	93	114

Jurisdiction(s) served by your agency	Number of clients victim services agency has assisted with Orders of Protection			Number of domestic violence offenders sentenced to probation			Number of domestic violence offenders sentenced to treatment/counseling		
	2003	2004	2005	2003	2004	2005	2003	2004	2005
McLean County	146	102	127	291	329	304	245	296	289

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 2003-2005 reflect ONLY victims who were made Countering Domestic Violence clients. Because of 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 is a new procedure that took affect October 2003 and will be utilized in the Protocol Grant to provide accurate comprehensive data.

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

PART IV: REVIEW OF GOALS AND OBJECTIVES

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

Goal 1: Build the multidisciplinary team

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

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

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

Goal 3: Improve communication between Multi-Disciplinary Team partners

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

Goal 4: Improve jurisdictional response to victims of domestic violence

Objective	Performance Indicator
<p>85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services</p>	<ul style="list-style-type: none"> • Number of domestic-related offenses reports to law enforcement. 1715 (L.E. section of data report) • Number of these reports in which victim was informed of rights. 1529 (Victim services section of data report) • Number of these reports in which victims were referred to victim service agency. 1529 (Victim services section of data report) • Narrative on status: We have exceeded our objective
<p>85 percent of domestic- related reports to law enforcement will be submitted to victim service agency within 48 hours.</p>	<ul style="list-style-type: none"> • Number of victims served. 312 • Number of victims partially served 0 • Number of victims not served 0 <p>(All data found within the victim services section of data report)</p> <p>Narrative on status: Our victim service agency is one of many agencies in which victims of domestic violence can seek services. Victims are contacted and 312 of the total number of victims chose to seek services.</p>
<p>Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement as needed</p>	<ul style="list-style-type: none"> • Number of incident reports 1715 (L.E. section of data report) • Number of cases/incidents investigated 1715 (L.E. section of data report) • Number of domestic-related reports in which digital photographs were collected 494 (L.E. section of data report) • Narrative on status: Photos were collected more than 80% of DV cases in which a physical altercation took place. DV cases in which it is not physical call, photos are not taken.
<p>90 percent of Orders of Protection filed will be served within 4 days</p>	<ul style="list-style-type: none"> • Number of Orders of Protection requested 160 • Number of Orders of Protection filed 142 (Data is found in L.E., victim services and prosecution sections) <p>Narrative on status: we have met our order of protection objective.</p>
<p>80 percent of domestic-related arrests will be referred for prosecution</p>	<ul style="list-style-type: none"> • Number of domestic-related arrests 1715 (L.E. section of data report) • Number of domestic-related arrests referred for prosecution 1715 (L.E. section of data report)

	<ul style="list-style-type: none"> • Number of case referrals received <u>1715</u> (Prosecution section of data report) • Narrative on status: We have met our objective of case referrals
<u>90</u> percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary	<ul style="list-style-type: none"> • Number of case referrals received <u>1715</u> • Number of cases in which charges were filed <u>1657</u> • Number of cases in which an affirmative decision was made not to file charges <u>58</u> • Number of cases transferred to a higher or lower court <u>2</u> (All data can be found in the prosecution section of data report) • Narrative on status: DV cases were reviewed for completeness as well as reviewing cases for additional evidence needed.
<u>85</u> percent of victims will receive legal advocacy services	<ul style="list-style-type: none"> • Number of victims receiving legal advocacy services <u>234</u> (Victim services section of data report) • Number of victims assisted with Order of Protection <u>209</u> (L.E., Victim services and prosecution sections of data report) • Narrative on status: Victims were assisted with orders of protection in 89% of the time. We have met this objective

PART V: REVIEW OF PROGRESS

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

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

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

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

What barriers or obstacles to implementation has the MDT encountered?

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

How will you address these barriers?

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

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

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

Five team members attended the Coordinated Community Response Conference in Duluth, MN. Through the efforts of our team members we presented the information we learned at this training to our team and the partner agencies in our community in December 2005. We learned how to more effectively achieve a coordinated community response. Along with this we were presented with new and different ideas and resources in order to aid us in our effort to build an effective coordinated community response.

The Project Coordinator attended the VESSA- Victim Economic Safety & Security Act training in Springfield IL. This training was beneficial to our team because it allowed us to bring this information back to the team and inform them of this Act. It was also presented to the CAEPV board that the Project Coordinator is on in order to inform employers of this new Act and how it can help workers and their families suffering from Domestic violence.

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

ASA Jane Foster attended the National District Attorneys Conference at Hollings National Advisory Center. At this training prosecutors were trained on evidence based prosecution. Along with this various methods of lethality assessments were evaluated

The Project Coordinator and a funded Bloomington Police Detective attended the Short Form Order of Protection Training in Peoria IL. This training helped us to gain more insight to various methods of addressing orders of protection.

The Project Coordinator attended the 40 hour Illinois Victims Assistance Academy in Normal IL. This training addressed innovative ideas for serving victims of crime.

What trainings do the MDT members still need?

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

PART VI: GOALS AND OBJECTIVES

Goal 1: Improve communication between Multi-Disciplinary Team partners

Objective	Performance Indicator
<ul style="list-style-type: none"> ➤ Review coordinated domestic violence Protocols every year of project implementation 	<ul style="list-style-type: none"> ➤ Date coordinated domestic violence Protocols reviewed ➤ Number of changes made to protocols
<ul style="list-style-type: none"> ➤ Team attends Family Violence Coordinating Council meetings and provides Council progress report of project activities 	<ul style="list-style-type: none"> ➤ Number of Family Violence Coordinating Council meetings attended by project staff ➤ Number of project progress reports provided to Council
<ul style="list-style-type: none"> ➤ Conduct monthly Multi-Disciplinary Team meetings for funded staff 	<ul style="list-style-type: none"> ➤ Number of monthly Multi-Disciplinary Team meetings conducted
<ul style="list-style-type: none"> ➤ Conduct quarterly Multi-Disciplinary Team Steering meeting for Heads of funded agencies 	<ul style="list-style-type: none"> ➤ Number of quarterly Multi-Disciplinary Team Steering meetings conducted

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

Objective	Performance Indicator
<ul style="list-style-type: none"> ➤ 85 percent of all victims of domestic-related offenses reported to law enforcement will be told of victim's rights under Illinois Domestic Violence Act and be referred to the victim service agency for additional information/services 	<ul style="list-style-type: none"> ➤ Number of domestic-related offenses reports to law enforcement ➤ Number of victims informed of rights ➤ Number of these reports in which victims were referred to victim service agency
<ul style="list-style-type: none"> ➤ 80 percent of victims that were seeking services 	<ul style="list-style-type: none"> ➤ Number of victims served ➤ Number of victims partially served ➤ Number of victims not served

<ul style="list-style-type: none"> ➤ Digital photographs will be collected in 80 percent of domestic-related reports to law enforcement 	<ul style="list-style-type: none"> ➤ Number of victims served ➤ Number of domestic-related incident reports ➤ Number of domestic-related cases/incidents investigated ➤ Number of domestic-related reports in which digital photographs were collected
<ul style="list-style-type: none"> ➤ 80 percent of Orders of Protection filed that are granted 	<ul style="list-style-type: none"> ➤ Number of Orders of protection requested ➤ Number of Orders of Protection granted
<ul style="list-style-type: none"> ➤ 80 percent of domestic-related arrests will be referred for prosecution 	<ul style="list-style-type: none"> ➤ Number of domestic-related arrests ➤ Number of domestic-related arrests referred for prosecution
<ul style="list-style-type: none"> ➤ 90 percent of domestic-related arrests will be reviewed for completeness and additional evidence necessary 	<ul style="list-style-type: none"> ➤ Number of domestic-related cases received ➤ Number of domestic-related cases where charges were filed ➤ Number of domestic-related cases in which an affirmative decision was made not to file charges ➤ Number of cases transferred to a higher or lower court
<ul style="list-style-type: none"> ➤ 85 percent of victims will receive legal advocacy services 	<ul style="list-style-type: none"> ➤ Number of victims receiving legal advocacy services ➤ Number of victims assisted with Order of Protection
<ul style="list-style-type: none"> ➤ 40 percent of cases charged as felonies 	<ul style="list-style-type: none"> ➤ Number of misdemeanor charges ➤ Number of felony charges ➤ Number of charges dropped
<ul style="list-style-type: none"> ➤ 80 percent of offenders will receive intense probation services 	<ul style="list-style-type: none"> ➤ Number of unduplicated count of cases receiving probation services ➤ Number of face-to-face meetings with offender ➤ Number of telephone contact with offender ➤ Number of unscheduled surveillance of offender

PART VII: PROGRAM STRATEGY

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

Over the course of the next year the MDT will have updated our lethality assessment and trained the entire multidisciplinary team to use this revised assessment. The MDT is planning on conducting roll call trainings in all law enforcement agencies over the next couple of months. Through monthly meetings we intend on pinpointing any issues that need to be corrected. We hope to have timely and productive accomplishments of our goals throughout the year. We will continue to improve our communication skills and do many community awareness events to raise DV awareness.

PARTVIII: IMPLEMENTATION SCHEDULE

The implementation schedule should be used as a planning tool for the program and should reflect a realistic projection of how the program will proceed. The implementation schedule

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

Activity	Month Begun	Month Completed	Agency/Personnel Responsible	If ongoing, how often?
<i>Example: Coordinate the MDT meeting with frontline staff</i>	<i>Month 1</i>	<i>Month 12</i>	<i>Project Coordinator</i>	<i>Monthly</i>
Conduct MDT Meetings with funded and unfunded partners	Month 1	Month 12	Project Coordinator	Monthly
Track All Domestic Violence Cases	Month 1	Month 12	Project Coordinator, Law Enforcement & State's Attorney's Office	Monthly
Roll Call Training for Law Enforcement	Month 3	Month 3	Project Coordinator, State's Attorney's Office, Countering Domestic Violence	Yearly
Training All Grant and community Partners on new uniform Lethality Assessment	Month 1	Month 12	Project Coordinator, all project staff and unfunded partners that wish to participate	
Meet with DV Task Force	Month 3	Month 12	Project Coordinator, all project staff	Monthly

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

**Implementing Agency: McLean County Sheriff's Department
Agreement #: 602371**

	<u>SOURCE</u>	<u>AMOUNT</u>
Federal Amount:	Violence Against Women Act FFY02	\$136,665.00
		\$136,665.00
Match:	McLean County Sheriff's Department	\$45,555.00
		\$45,555.00
Over Match:	McLean County Sheriff's Department	\$8,911.00
		\$191,131.00
	GRAND TOTAL	\$191,131.00

MCDP-Third Quarter
Population Report
September
2006

Date	Total		IN House	Spec Needs		Str. Sent		Work Rel/Weekend		Other Fac	
	Pop	Male		Female	Male	Female	Male	Female	Male	Female	Male
1	222	190	32	9	17	4	39	2	29	0	5
2	223	193	30	7	22	5	41	2	30	0	4
3	227	195	32	9	21	5	40	1	28	0	4
4	221	192	29	6	21	5	37	1	28	0	4
5	222	190	32	9	19	5	36	1	26	0	4
6	211	183	30	7	14	6	38	1	27	0	4
7	219	186	33	7	15	5	41	1	28	0	4
8	215	183	32	5	16	7	42	1	27	0	4
9	231	198	33	7	23	10	45	1	30	0	4
10	228	195	33	5	20	10	46	1	30	0	4
11	230	195	35	7	14	10	43	1	30	0	4
12	227	197	30	4	15	9	45	1	33	0	4
13	234	203	31	5	16	9	42	1	36	0	4
14	232	201	31	5	17	9	41	1	36	0	3
15	227	196	31	8	16	8	38	1	36	0	3
16	232	202	30	7	18	8	40	1	36	0	13
17	236	204	32	8	21	8	40	2	36	0	13
18	225	194	31	5	13	7	39	2	36	0	13
19	220	192	28	3	10	8	39	2	38	0	13
20	228	196	32	6	12	8	43	2	37	0	0
21	233	203	30	6	18	10	44	2	36	0	0
22	220	193	27	6	11	8	46	2	34	0	0
23	241	212	29	7	20	8	52	2	33	0	0
24	246	221	25	5	28	8	55	2	34	0	0
25	243	215	28	7	20	9	55	2	34	0	0
26											
27											
28											
29											
30											
Total	5693	4927	766	160	437	189	1067	36	808	0	111
Average	227.72	197.08	30.64	6.40	17.48	7.56	42.68	1.44	32.32	0.00	4.44

MCDF Average Population
By Month 2006

Month	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average
Daily Total	226.32	232.43	216.81	214.20	223.06	244.43	223.42	221.39	227.72				225.53
In House	200.42	200.42	203.03	203.87	211.45	203.40	200.42	193.41	200.52				201.88
Female	32.77	31.43	31.03	31.87	29.29	35.80	32.45	29.03	30.64				31.59
Male	193.55	201.00	185.74	182.33	193.77	208.63	190.97	192.35	197.08				193.94
Spec Needs Female	7.94	6.18	7.52	6.87	7.06	6.60	6.74	6.39	6.40				6.86
Spec Needs Male	13.94	15.93	14.35	14.27	16.35	14.37	14.77	14.65	17.48				15.12
Str Sent Female	4.97	6.68	10.90	10.93	8.29	9.77	6.74	6.87	7.56				8.08
Str Sent Male	51.90	52.11	43.94	37.80	38.00	49.07	33.71	39.55	42.68				43.20
Weekender Work Rel Female	5.10	5.07	2.65	2.17	1.16	2.23	1.77	1.81	1.44				2.60
Weekender Work Rel Male	17.19	19.82	16.97	16.00	15.58	21.87	21.97	23.84	32.32				20.62
Other Fac Female	00.00	00.00	00.00	00.00	00.00	00.00	.39	.94	00.00				0.15
Other Fac Male	9.35	18.14	1.58	00.00	2.58	26.00	8.10	8.87	4.44				8.78

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

	Fund:	General 0001	Department:	Jury Commission 0018	Pages:	64 - 65
CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006	
Revenue	\$ -	\$ -	\$ -	\$ -	N/A	
Salaries	\$ 72,248	\$ 74,977	\$ 78,067	\$ 3,090	4.12%	
Fringe Benefits	\$ 2,850	\$ 3,000	\$ 3,100	\$ 100	3.33%	
Materials & Supplies	\$ 13,885	\$ 13,935	\$ 14,297	\$ 362	2.60%	
Contractual	\$ 9,020	\$ 9,120	\$ 9,160	\$ 40	0.44%	
Capital Outlay	\$ -	\$ -	\$ -	\$ -		
Other	\$ -	\$ -	\$ -	\$ -		
TOTAL:	\$ 98,003	\$ 101,032	\$ 104,624	\$ 3,592	3.56%	

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: General 0001

Department: Jury Commission 0018

Highlights of the Recommended Budget:

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2007 Recommended Budget.

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2007 Recommended Budget at a 2% increase or at the same level as in the FY'2006 Adopted Budget with the following exception:

629.0001 Letterhead/Printed Forms: This line item account has increased from \$2900 in the FY'2006 Adopted Budget to \$3045 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses and the year-to-date expenses as of the date the Recommended Budget was prepared.

Contractual:

All of the Contractual line item accounts have been budgeted in the FY'2007 Recommended Budget at a 2% increase or at the same level as in the FY'2006 Adopted Budget.

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund:	General 0001	Department:	E.M.A. 0047	Pages:	155 - 158
CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	Emergency Management Agency RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ 48,300	\$ 53,138	\$ 37,000	\$ (16,138)	-30.37%
Salaries	\$ 102,088	\$ 105,532	\$ 111,003	\$ 5,471	5.18%
Fringe Benefits	\$ 8,550	\$ 9,000	\$ 9,300	\$ 300	3.33%
Materials & Supplies	\$ 5,200	\$ 10,000	\$ 10,150	\$ 150	1.50%
Contractual	\$ 18,300	\$ 27,994	\$ 30,250	\$ 2,256	8.06%
Capital Outlay	\$ -	\$ 4,000	\$ 6,800	\$ 2,800	70.00%
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 134,138	\$ 156,526	\$ 167,503	\$ 10,977	7.01%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: General 0001

Department: E. M. A. 0047
Emergency Management Agency

Highlights of the Recommended Budget:

REVENUE:

407.0035 E.S.D.A. Grant: This revenue line item account has decreased from \$41,300 in the FY'2006 Adopted Budget to \$30,000 in the FY'2007 Recommended Budget. This decrease is based on a review of last year's actual revenue and the year-to-date revenue as of the date the Recommended Budget was prepared.

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2007 Recommended Budget.

Materials and Supplies:

608.0001 Gasoline/Oil/Diesel Fuel: This line item account has increased from \$2500 in the FY'2006 Adopted Budget to \$3000 in the FY'2007 Recommended Budget. This increase is based on the anticipated price of gasoline and oil.

Contractual:

750.0001 Equipment Maintenance Contract: This line item account has increased from \$1500 in the FY'2006 Adopted Budget to \$3000 in the FY'2007 Recommended Budget. This increase is for the annual maintenance contract for the satellite dish on the Mobile Command Vehicle.

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795.0003 Telephone Service: This line item account has increased from \$6644 in the FY'2006 Adopted Budget to \$8200 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenditures and the year-to-date expenditures as of the date the Recommended Budget was prepared.

Capital Outlay:

839.0001 Purchase of Radio Equipment: This line item account includes funding for the purchase of the following capital equipment for the Mobile Command Vehicle: 1 Data Storm F1 .74 Meter Dish
5 User Business System
Direct Way 7000 series modem
D3 MotoStat Control Panel
Total: \$ 5845.00 including shipping, installation and training

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund: General 0001		Department: Court Services - 0022		Pages: 85 - 89	
CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ 1,724,093	\$ 1,744,121	\$ 1,558,267	\$ (185,854)	-10.66%
Salaries	\$ 2,702,135	\$ 2,804,032	\$ 3,097,764	\$ 293,732	10.48%
Fringe Benefits	\$ 185,250	\$ 192,000	\$ 212,846	\$ 20,846	10.86%
Materials & Supplies	\$ 96,315	\$ 97,935	\$ 106,475	\$ 8,540	8.72%
Contractual	\$ 212,380	\$ 220,958	\$ 240,593	\$ 19,635	8.89%
Capital Outlay	\$ 6,964	\$ 28,263	\$ 23,150	\$ (5,113)	-18.09%
Other	\$ -	\$ -	\$ -	\$ -	
TOTAL:	\$ 3,203,044	\$ 3,343,188	\$ 3,680,828	\$ 337,640	10.10%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: General 0001 Department: Court Services Department 0022

REVENUE:

404.0029 Court Services Project Oz Grant: This revenue line item account has decreased from \$10,500 in the FY'2006 Adopted Budget to \$3500 in the FY'2007 Recommended Budget. This decrease reflects the reduction in the grant funding from Youth Impact.

407.0005 Probation Officers Salary Reimbursement: This revenue line item account has increased from \$1,164,921 in the FY'2006 Adopted Budget to \$1,267,767 in the FY'2007 Recommended Budget. This increase is attributable to a 2.1% increase in salary reimbursement to be received from the State and a review of last year's actual salary reimbursement. For your information, fifteen officers in Court Services are reimbursed at a subsidy level of \$1000 per month. All other officers are to be reimbursed at 100% of the salary expense.

407.0007 Care of Dependent Children: This revenue line item account has increased from \$9000 in the FY'2006 Adopted Budget to \$12,000 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual revenues and the year-to-date revenues received as of the date the Recommended Budget was prepared.

407.0066 Meal Reimbursement: This revenue line item account has increased from \$20,000 in the FY'2006 Adopted Budget to \$22,000 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual revenue and the year-to-date revenue received as of the date the Recommended Budget was prepared. The average daily census at the Juvenile Detention Center has increased from 12.7 in 2003 to 19.3 this year due to the increase in the number of out-of-County youth being housed at the JDC.

410.0030 Reimbursement Special Prisoners: This line item account has increased from \$216,200 in the FY'2006 Adopted Budget to \$230,000 in the FY'2007 Recommended Budget. This increase reflects the number of beds, which are leased to

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other Counties on a contract basis or on a per diem basis. Within the past year, neighboring Counties in the Eleventh Judicial Circuit Court have entered into contract agreements with McLean County for a guaranteed number of bed days at a guaranteed rate. As a result, the number of out-of-County youth housed at the Juvenile Detention Center has increased. To date, the out-of-County juveniles housed at the JDC has averaged 10.2, which represents a 148% increase since 2003.

450.0011 Transfer from Other Funds: This line item account has decreased from \$300,000 in the FY'2006 Adopted Budget to \$ 0 in the FY'2007 Recommended Budget. This Transfer from the Adult Probation Services Fee Fund 0146 was used to cover that portion of the salary and employee medical expense of Probation Officers not reimbursed by the State of Illinois. The Adult Probation Services Fee Fund does not have sufficient funds available to make-up this difference between the actual salary reimbursement received from the State and the statutory requirement to provide 100% salary reimbursement.

EXPENDITURES:

Personnel:

The FTE Staffing level in the FY'2007 Recommended Budget reflects the following change in staffing:

Add 1.0 FTE Probation Officer I - \$33,283.00

Drug Court met for the first time on Thursday, August 30th. For the remainder of this year, plans call for Drug Court to limit the number of individuals served to between four and six at any time. This will enable the court, the staff in Court Services, the States Attorney's Office, the Public Defender's Office and the treatment provider to work through the Policies and Procedures prior to expanding the program. Beginning in 2007, the goal of Drug Court is to be able to serve up to 40 individuals at any time. As individuals graduate from the program or leave the program, new cases will be added to maintain a service level of 40 individuals. The addition of 1.0 FTE Probation Officer I assigned to Drug Court will enable the program to serve 40 individuals.

Add 0.75 FTE Probation Officer II - \$28,707.00

With the support of the Eleventh Judicial Circuit Court and the Director of Court Services, a Pre-Trial Services program is recommended to be added beginning in April, 2007. Pre-Trial Services include a broad array of programs and services

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which are offered to pre-trial detainees who are awaiting trial in the Adult Jail. One service that can be offered to the Court is a Pre-Trial Screening instrument that can be presented at the initial court hearing to assist the Court in determining bond and whether the individual is a risk to the community. Currently, the Director of Court Services is working with the Administrative Office of the Illinois Courts (the "AOIC") to gather information on the most effective Pre-Trial Services programs in the State. With the assistance of the AOIC, McLean County will develop a Pre-Trial Services program that will best serve the needs of our community.

To provide additional staff resources to the Pre-Trial Services program, two Probation Officer I positions that are presently budgeted in the Public Defender's Office will be moved to a new Pre-Trial Services program in the Court Services Department. The two positions currently complete a screening instrument for the Court that is used to help the Court determine if the defendant is eligible for the services of a Public Defender and whether the individual can help defray the costs of the Public Defender.

The two grant funded Domestic Violence Probation Officers are budgeted at 0.66 FTE through the end of the year. This funding will cover the salary and benefit expense for these two employees when the grant funding ends on August 31, 2007.

Materials and Supplies:

All Materials and Supplies line item accounts have been budgeted in the FY'2007 Recommended Budget at either the same level or less as in the FY'2006 Adopted Budget with the following exceptions:

607.0001 Food: This line item account has increased from \$42,750 in the FY'2006 Adopted Budget to \$46,760 in the FY'2007 Recommended Budget. This increase is based on the FY'2005 actual expense, the increase in the average daily population, and a 2% increase in the cost of food prepared by the Nursing Home.

608.0001 Gasoline/Oil/Diesel Fuel: This line item account has increased from \$6300 in the FY'2006 Adopted Budget to \$7000 in the FY'2007 Recommended Budget. This increase is based on the increase in the price of gasoline and oil.

612.0001 Books/Videos/Publications: This line item account has increased from \$2625 in the FY'2006 Adopted Budget to \$2775 in the FY'2007 Recommended Budget. This increase is based on the increase in the price of the Criminal Code books that used by the Probation Officers.

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620.0001 Operating/Office Supplies: This line item account has increased from \$10,500 in the FY'2006 Adopted Budget to \$11,800 in the FY'2007 Recommended Budget. This increase reflects a change in the coding of expenses by the Auditor's Office. The Auditor's Office is charging the purchase of latex gloves to this line-item account instead of to the line item account for the purchase of Personal Hygiene supplies. The Personal Hygiene line item account has been reduced to reflect this change in coding.

621.0001 Non-Major Equipment: This line item account has decreased from \$5150 in the FY'2006 Adopted Budget to \$5665 in the FY'2007 Recommended Budget. This increase reflects the split of expenses that were previously budgeted in this line item account between this line item and the Operating Supplies/Office Supplies line item account.

629.0001 Letterhead/Printed Forms: This line item account has increased from \$4250 in the Fiscal Year 2006 Adopted Budget to \$6310 in the Fiscal Year 2007 Recommended Budget. This increase is based on the increase in the number of recommended FTE positions and the resulting increase in the use of letterhead and printed forms.

630.0001 Postage: This line item account has increased from \$6200 in the Fiscal Year 2006 Adopted Budget to \$7200 in the Fiscal Year 2007 Recommended Budget. This increase is based on the increase in the postage rate and the increase in the number of recommended FTE positions and the resulting increase in the use of postage.

Contractual Services:

All Contractual line item accounts have been budgeted in the FY'2007 Recommended Budget at either the same level or less as in the FY'2006 Adopted Budget with the following exceptions:

720.0001 Care of Dependent Children: This line item account has increased from \$150,000 in the FY'2006 Adopted Budget to \$165,000 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual expenses and the year-to-date expenditures as of the date the Recommended Budget was prepared.

743.0001 Radio/Communications Equipment Maintenance: This line item account has increased from \$2144 in the FY'2006 Adopted Budget to \$2509 in the FY'2007 Recommended Budget. This increase reflects the current pricing for maintenance on the radios used at the Juvenile Detention Center.

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750.0001 Equipment Maintenance: This line item account has increased from \$4720 in the FY'2006 Adopted Budget to \$44845 in the FY'2007 Recommended Budget. This increase is attributable to the maintenance contract expense for the copiers in the department.

764.0001 Laundry and Cleaning: This line item account has increased from \$7600 in the FY'2006 Adopted Budget to \$9200 in the FY'2007 Recommended Budget. This increase is attributable to the increase in the number of youth being housed at the Juvenile Detention Center and a 4.5% increase in the Nursing Home's cost per pound of laundry.

769.0001 Interest Expense: This line item account has increased from \$1013 in the FY'2006 Adopted Budget to \$1241 in the FY'2007 Recommended Budget. This increase is based on the actual interest expense for the lease-purchase agreement for the copiers and includes the addition of one new copier in FY'2007.

793.0001 Travel Expense: This line item account has increased from \$1400 in the FY'2006 Adopted Budget to \$1500 in the FY'2007 Recommended Budget. This increase is attributable to the additional mileage reimbursement expense for County staff to attend required AOIC training. Previously, the AOIC would pay the mileage reimbursement expense for staff to attend required training.

795.0003 Telephone Service: This line item account has increased from \$28,740 in the FY'2006 Adopted Budget to \$30,897 in the FY'2007 Recommended Budget. This increase is attributable to the increase in the recommended FTE staffing level.

Capital:

832.0001 Purchase of Furnishings/Office Equipment: This capital line item account includes funding for the following capital expense: replace the carpet at the Juvenile Detention Center - \$16,000.00

832.0002 Lease/Purchase Office Equipment: This line item account includes the Lease/Purchase expense for one additional copy machine to be leased in 2007, two large copy machines and one small copy machine.

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund:	Juvenile Probation Fee Services 0145	Department: Court Services - 0022	Pages: 90 - 91		
CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ 50,000	\$ 3,400	\$ 6,167	\$ 2,767	81.38%
Salaries	\$ -	\$ -	\$ -	\$ -	N/A
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	N/A
Materials & Supplies	\$ -	\$ -	\$ -	\$ -	N/A
Contractual	\$ -	\$ 3,400	\$ 6,167	\$ 2,767	81.38%
Capital Outlay	\$ -	\$ -	\$ -	\$ -	N/A
Other	\$ 50,000	\$ -	\$ -	\$ -	N/A
TOTAL:	\$ 50,000	\$ 3,400	\$ 6,167	\$ 2,767	81.38%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: Juvenile Probation Services Fee Fund 0145

Department: Court Services 0022

Highlights of the Recommended Budget:

The Juvenile Probation Services Fee Fund is a Special Revenue Fund, which was established pursuant to State law. The Court can order juvenile probationers to pay a Probation Services fee to the Court Services Department. The revenue generated from this fee can only be used to provide services to juvenile probationers. State law requires that the revenue collected in the current fiscal year be appropriated in the following fiscal year. As a result, the revenue budgeted in FY'2007 has already been collected and is available to be appropriated for services.

As a Special Revenue Fund, the Juvenile Probation Services Fee Fund must be balanced within the Fund.

REVENUE

410.0099 Juvenile Probation Services Fees: This revenue line item has increased from \$3400 in the FY'2006 Adopted Budget to \$6167 in the FY'2007 Recommended Budget. This revenue line item account projects the actual revenue to be generated from Juvenile Probation Services fees during FY'2006. Pursuant to State law, the Probation Services fees cannot be appropriated on a prospective basis.

EXPENDITURES

Contractual Services:

706.0001 Contract Services: This line item account has increased from \$3400 in the FY'2006 Adopted Budget to \$6167 in the FY'2007 Recommended Budget. This line item account covers the expense for group counseling and other therapy services provided to juvenile offenders.

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund:	Adult Probation Fee Services 0146	Department: Court Services - 0022	Pages: 92 - 94		
CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ 363,800	\$ 401,000	\$ 289,820	\$ (111,180)	-27.73%
Salaries	\$ -	\$ -	\$ -	\$ -	
Fringe Benefits	\$ -	\$ -	\$ -	\$ -	
Materials & Supplies	\$ 42,500	\$ 41,500	\$ 59,500	\$ 18,000	43.37%
Contractual	\$ 64,621	\$ 41,500	\$ 227,070	\$ 185,570	447.16%
Capital Outlay	\$ 20,000	\$ 18,000	\$ 3,250	\$ (14,750)	-81.94%
Other	\$ 236,679	\$ 300,000	\$ -	\$ (300,000)	-100.00%
TOTAL:	\$ 363,800	\$ 401,000	\$ 289,820	\$ (111,180)	-27.73%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: Adult Probation Services Fee Fund 0146

Department: Court Services 0022

Highlights of the Recommended Budget:

The Adult Probation Services Fee Fund is a Special Revenue Fund, which was established pursuant to State law. The Court can order adult probationers to pay a Probation Services fee to the Court Services Department. The revenue generated from this fee can only be used to provide services to adult probationers. State law requires that the revenue collected in the current fiscal year be appropriated in the following fiscal year. As a result, the revenue budgeted in FY'2007 has already been collected and is available to be appropriated for services.

As a Special Revenue Fund, the Adult Probation Services Fee Fund must be balanced within the Fund.

REVENUE

410.0091 Testing Fees: This revenue line item accounts for the Drug Test Screening Fee (\$15.00) assessed to adult probationers for each test. The testing fee is taken from the Adult Probation Service fee assessed. This revenue line item has increased from \$35,520 in the FY'2006 Adopted Budget to \$52,100 in the FY'2007 Recommended Budget. This increase is based on Drug Court testing each client three times per week and assessing each Drug Court client a fee for the test. Clients on probation are assessed a fee for the drug screening/drug testing.

410.0099 Probation Services Fees: This revenue line item has decreased from \$259,107 in the FY'2006 Adopted Budget to \$215,920 in the FY'2007 Recommended Budget. This revenue line item account projects the actual revenue to be generated from Probation Services fees during FY'2006 (\$165,525) plus the Probation Services fee funds not spent in 2006 that can be carried forward into 2007 (\$50,395). Pursuant to State law, the Probation Services fees cannot be appropriated on a prospective basis.

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410.0160 Victim Impact Fee: This revenue line item accounts for the Court ordered one-time fee of \$10.00 to be paid when offenders are ordered to complete the Victim Impact Panel. This revenue line item account decreases from \$7423 in the FY'2006 Adopted Budget to \$7100 in the FY'2007 Recommended Budget. This decrease is based on a review of the year-to-date revenue received as of the date the Recommended Budget was prepared.

410.0161 Youth Intoxication Driver Fee: This revenue line item account decreases from \$600 in the FY'2006 Adopted Budget to \$500 in the FY'2007 Recommended Budget. This revenue line item accounts for the Court ordered one-time fee of \$10.00 to be paid by offenders when ordered into the Youthful Intoxicated Driving Visitation Program. This decrease is based on a review of the year-to-date revenue received as of the date the Recommended Budget was prepared.

410.0162 Community Services Fee: This revenue line item account increases from \$13,476 in the FY'2006 Adopted Budget to \$14,200 in the FY'2007 Recommended Budget. This revenue line item accounts for the Court ordered one-time fee of \$25.00 to be paid by offenders when ordered to complete Community Service. This fee is assessed for defendants who have no other conditions of supervision. This increase is based on a review of the year-to-date revenue received as of the date the Recommended Budget was prepared.

400.0000 Unappropriated Fund Balance: This revenue line item account projects the total unencumbered funds available in the Probation Services Fee fund balance. Pursuant to State law, the total revenue available for the Probation Services Fee fund budget includes the fee revenue collected in FY'2006 and the unappropriated fund balance.

EXPENDITURES

Materials and Supplies:

622.0004 Drug Testing Chemicals: This line item account has increased from \$40,000 in the FY'2006 Adopted Budget to \$58,000 in the FY'2007 Recommended Budget. This increase is based on testing Drug Court clients three times per week with the "Instant Cup" testing system. These cups will cost \$5 per test.

(3)

Contractual Services:

706.0001 Contract Services: This line item account has increased from \$30,000 in the FY'2006 Adopted Budget to \$214,220 in the FY'2007 Recommended Budget. This line item covers the contracts with Catholic Social Services for the Community Service liaison, counseling services, and other services for adult offenders in the administrative sanctions/deferred prosecution program. This line item account is used to balance the Adult Probation Services Fee budget.

715.0001 Dues and Memberships: This line item account has increased from \$1800 in the FY'2006 Adopted Budget to \$2150 in the FY'2007 Recommended Budget. This increase covers annual dues for the IPCSA and the National Drug Court Association.

718.0001 Schooling & Conferences: This line item account has increased from \$6000 in the FY'2006 Adopted Budget to \$7000 in the FY'2007 Recommended Budget. This line item is used to cover the Schooling & Conference expenses for the Adult Probation staff. Each adult probation officer is required to obtain 20 hours of training each year.

Capital Outlay:

839.0001 Purchase of Radio Equipment: This line item account includes funding to purchase the following capital items: two hand-held StarCom 21 radios.

Other:

999.0001 Interfund Transfer: This line item account has decreased from \$300,000 in the FY'2006 Adopted Budget to \$ 0 in the FY'2007 Recommended Budget. As predicted last year, the Adult Probation Services Fee Fund would not have sufficient funds available in FY'2007 to make-up the shortfall between the salary reimbursement received from the State and the actual salary expense.

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund:	Multidisciplinary DV Grant - 0160	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
		\$ 65,462	\$ 95,361	\$ 67,335	\$ (28,026)	-29.39%
		\$ 46,819	\$ 76,339	\$ 54,632	\$ (21,707)	-28.44%
		\$ 17,143	\$ 19,022	\$ 12,703	\$ (6,319)	-33.22%
		\$ -	\$ -	\$ -	\$ -	N/A
		\$ 1,500	\$ -	\$ -	\$ -	N/A
		\$ -	\$ -	\$ -	\$ -	N/A
		\$ -	\$ -	\$ -	\$ -	N/A
TOTAL:		\$ 65,462	\$ 95,361	\$ 67,335	\$ (28,026)	-29.39%

Fund: Multidisciplinary DV Department: Court Services Department 0022

Pages: 95 - 97

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: Multidisciplinary Domestic Violence Grant Fund 0160 Department: Court Services Department 0022

Highlights of the Recommended Budget:

The Multidisciplinary Domestic Violence Grant Fund 0160 is a Special Revenue Fund, which was established to account for the receipt and expenditure of a State Grant from the Illinois Criminal Justice Information Authority. This multidisciplinary grant was awarded to the State's Attorney's Office to provide funding to the State's Attorney, Court Services, the Sheriff's Department and Community-based agencies to initiate a multidisciplinary approach to domestic violence cases and issues within the community. The FY'2006 Adopted Budget included funding for the second year of this grant. In the FY'2007 Recommended Budget, the Court Services Department is scheduled to receive \$67,335 of the total grant award. This funding will cover the salary and benefit expense for two Probation Officer I positions assigned full-time to domestic violence cases.

The Multidisciplinary Domestic Violence Grant is scheduled to end on August 31, 2007. In the General Fund, the two Probation Officer I positions are budgeted to continue after the end of the Grant.

2 Probation Officer I positions budgeted for period of September 1 – December 31, 2006 = 0.66 FTE added in the FY'2007 Recommended Budget

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund:	General - 0001	Department:	Sheriff's Department 0029	Pages:	98 - 103
CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ 631,020	\$ 788,625	\$ 782,020	\$ (6,605)	-0.84%
Salaries	\$ 5,411,491	\$ 5,594,761	\$ 5,768,648	\$ 173,887	3.11%
Fringe Benefits	\$ 356,250	\$ 381,000	\$ 403,775	\$ 22,775	5.98%
Materials & Supplies	\$ 488,731	\$ 531,339	\$ 605,403	\$ 74,064	13.94%
Contractual	\$ 351,336	\$ 373,536	\$ 393,999	\$ 20,463	5.48%
Capital Outlay	\$ 10,000	\$ 52,130	\$ 70,230	\$ 18,100	34.72%
Other	\$ -	\$ -	\$ -	\$ -	0.00%
TOTAL:	\$ 6,617,808	\$ 6,932,766	\$ 7,242,055	\$ 309,289	4.46%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: General 0001

Department: Sheriff's Department 0029

REVENUE:

410.0100 Telephone Commission: This line item account has decreased from \$138,000 in the FY'2006 Adopted Budget to \$130,000 in the FY'2007 Recommended Budget. This amount reflects the telephone commission revenue to be received pursuant to the negotiated commission rate paid to the County by the vendor that provides the pay telephone system in the County Adult Jail. This decrease is based on a review of the year-to-date receipts as of the date the Recommended Budget was prepared.

410.0184 Amended Civil Fees: This line item account has increased from \$8500 in the FY'2006 Adopted Budget to \$10,000 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual revenues and the year-to-date revenue as of the date the Recommended Budget was prepared. This line item accounts for the incremental increase in the Civil Fees approved by the County Board to be set aside for alternatives to jail programs.

410.0190 Amended Bond Fees: This line item account has increased from \$9000 in the FY'2006 Adopted Budget to \$10,500 in the FY'2007 Recommended Budget. This increase is based on a review of last year's actual revenues and the year-to-date revenue as of the date the Recommended Budget was prepared. This line item accounts for the incremental increase in the Civil Fees approved by the County Board to be set aside for alternatives to jail programs.

410.0037 Reimbursement for Services: This line item account has increased from \$261,605 in the FY'2006 Adopted Budget to \$265,000 in the FY'2007 Recommended Budget. This increase is based on the reimbursement to be received by the Sheriff's Department from the Transportation Security Administration (the "TSA") for the two deputies who are assigned to the security post at the Bloomington-Normal Airport Authority.

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EXPENDITURES:

Personnel:

The FTE Staffing level in the FY'2007 Recommended Budget includes the following increase:

Add 1.0 FTE Correctional Officer - \$31,283.56

This new position will be designated as the Jail-Court Correctional Officer. During the day shift (between 9:00 a.m. – 5:00 p.m. Monday – Friday), this Officer would be responsible for securing and transporting inmates scheduled to appear in Court from the Adult Jail to the Court holding cells. Upon conclusion of Court, this Officer would move the inmates back to the Adult Jail. This position is requested because of the increasing number of inmates going to Court on a daily basis. Since 2002, the number of inmates transported to Court hearings has increased at an annual average rate of 6%. In 2004, 12,856 inmates were moved from the Adult Jail to a Court hearing. In 2005, 13,953 inmates were moved.

Add 1.0 FTE Control Operator - \$27,833.00

The addition of 1.0 FTE Control Operator is actually two positions that are scheduled to begin on July 1, 2007. The renovation of the Law and Justice Center includes a new Adult Jail Control Room. All of the monitoring and jail control equipment in the present Control Room dates to the last expansion of the Law and Justice Center in 1989-1990. The equipment is technologically obsolete and it is often difficult to maintain and repair. The new Control Room will be larger than the current room and will have the latest monitoring, control and security equipment. On weekdays during the first shift (7:00 a.m. – 3:00 p.m.) and the second shift (3:00 p.m. – 11:00 p.m.), the new Control Room will require two Control Operators to be present to monitor the closed circuit televisions, fire and smoke enunciator panels and open and close the interlocking jail doors.

Add 1.25 FTE Correctional Officers - \$39,104.44

The addition of 1.25 FTE Correctional Officers will provide the necessary staffing for the expanded Booking Area and the new Work Release Center that will be constructed on the first floor on the west side of the Sheriff's Department. Based on the construction schedule, it is anticipated that these positions will begin on October 1, 2007.

(3)

Materials and Supplies:

All Materials and Supplies line item accounts in the FY'2007 Recommended Budget have been budgeted at either the same level or less as in the FY'2006 Adopted Budget with the following exceptions:

601.0001 Clothing/Employees: This line item account has increased from \$35,445 in the FY'2006 Adopted Budget to \$41,621 in the FY'2007 Recommended Budget. This increase is based on the negotiated clothing reimbursement rate in the approved collective bargaining agreements. This increase also reflects the recommended increase in the FTE staffing level.

601.0002 Clothing/Non-Employees: This line item account has increased from \$6250 in the FY'2006 Adopted Budget to \$8975 in the FY'2007 Recommended Budget. This increase is based on the projected average daily census in the Adult Jail.

607.0001 Food: This line item account has increased from \$266,850 in the FY'2006 Adopted Budget to \$275,000 in the FY'2007 Recommended Budget. This increase is based on a projected 1-3% increase in the price of food and the projected average daily census in the Adult Jail.

608.0001 Gasoline/Oil/Diesel Fuel: This line item account has increased from \$82,500 in the FY'2006 Adopted Budget to \$120,000 in the FY'2007 Recommended Budget. This increase is based on the projected increase in the cost of gasoline and oil.

610.0001 Linen and Bedding: This line item account has increased from \$6370 in the FY'2006 Adopted Budget to \$7314 in the FY'2007 Recommended Budget. This increase is based on the number of mattresses/bed linens to be replaced in the Adult Jail due to the age of the inventory and the projected average daily census in the Adult Jail.

620.0001 Operating/Office Supplies: This line item account has increased from \$38,150 in the FY'2006 Adopted Budget to \$43,760 in the FY'2007 Recommended Budget. This increase is based on the recommended increase in the FTE staffing level and the resulting increase in the use of operating and office supplies.

621.0001 Non-Major Equipment: This line item account has increased from \$45,613 in the FY'2006 Adopted Budget to

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\$55,932 in the FY'2007 Recommended Budget. This line item account was created by the County Auditor's Office to account for the purchase of office equipment and furnishings with a purchase price below the dollar amount for Capital assets under the GASB-34 policy guidelines. This line item includes office equipment such as shelving for the Records area, office chairs and visitor seating. The proposed increase is due to the remodeling and renovation of the Law and Justice Center and the resulting expansion of office space for the Sheriff's Department.

623.0001 Paper Supplies: This line item account has increased from \$1820 in the FY'2006 Adopted Budget to \$2700 in the FY'2007 Recommended Budget. This increase is based on the projected increase in the average daily population in the Adult Jail and an increase in the number of special diets.

624.0001 Cleaning Supplies: This line item account has increased from \$9300 in the FY'2006 Adopted Budget to \$11,060 in the FY'2007 Recommended Budget. This increase is based on the projected increase in the average daily population in the Adult Jail.

Contractual:

All Contractual line item accounts in the FY'2007 Recommended Budget have been budgeted at either the same level or less as the FY'2006 Adopted Budget with the following exceptions:

711.0001 Microfilming Services: This line item account has increased from \$8100 in the FY'2006 Adopted Budget to \$12,000 in the FY'2007 Recommended Budget. This increase is based on the need to microfilm records in anticipation of the relocation of the Records Division when the remodeling of the Sheriff's Department is finished.

742.0001 Vehicle Maintenance/Repair: This line item account has increased from \$35,360 in the FY'2006 Adopted Budget to \$37,000 in the FY'2007 Recommended Budget. This increase is based on an anticipated increase of 2%-5% for maintenance and repair costs.

743.0001 Radio/Communications Equipment: This line item account has increased from \$25,210 in the FY'2006 Adopted Budget to \$35,210 in the FY'2007 Recommended Budget. This increase is for the conversion to the Verizon wireless data transmission to the patrol cars in the field. This line item also includes the payment for the Motorola StarCom 21 800 MHz digital radio system for the Sheriff's Department. This line item includes the annual user fee payment of \$100

(5)

per radio per year for access to the StarCom 21 network.

750.0001 Equipment Maintenance Contract: This line item account has increased from \$7850 in the FY'2006 Adopted Budget to \$10,935 in the FY'2007 Recommended Budget. This increase is based on the expiration of the warranty on the LiveScan digital fingerprint machine that was purchased in FY'2006.

757.0002 Employees' Medical: This line item account has increased from \$3595 in the FY'2006 Adopted Budget to \$5970 in the FY'2007 Recommended Budget. This increase is based on the increase in the recommended FTE staffing level. This line item account includes the cost of the drug screening tests for the Sheriff's Department uniform personnel.

770.0001 Mobile Team 8: This line item account has increased from \$9600 in the FY'2006 Adopted Budget to \$10,050 in the FY'2007 Recommended Budget. This increase is based on the annual fee paid to Mobile Team 8 by the Sheriff's Department for training services. The fee paid is based on the number of FTE positions.

Capital Outlay:

832.0001 Purchase of Furnishings/Office Equipment: This line item account includes funding for the purchase of furniture and office equipment for the additional office space for the Sheriff's Department on the first floor of the Law and Justice Center.

841.0001 Purchase of Police Equipment: This line item account includes funding for the purchase of the following capital items: 4 new radar units to begin four-year replacement cycle for all radar units - \$28,800.00; equipment for the new Correctional Officers in the Adult Jail - \$8130.00.

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund:	Court Security 0141	Department:	Sheriff's Department 0029	Pages:	104 - 106
CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ 422,447	\$ 375,000	\$ 375,000	\$ -	0.00%
Salaries	\$ 303,364	\$ 295,411	\$ 267,762	\$ (27,649)	-9.36%
Fringe Benefits	\$ 19,950	\$ 21,000	\$ 21,700	\$ 700	3.33%
Materials & Supplies	\$ 3,100	\$ 2,805	\$ 3,055	\$ 250	8.91%
Contractual	\$ 18,094	\$ 19,334	\$ 19,867	\$ 533	2.76%
Capital Outlay	\$ 1,500	\$ -	\$ -	\$ -	0.00%
Other	\$ 76,439	\$ 36,450	\$ 62,616	\$ 26,166	71.79%
TOTAL:	\$ 422,447	\$ 375,000	\$ 375,000	\$ -	0.00%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: Court Security 0141

Department: Sheriff's Department – Court Security 0029

Highlights of the Recommended Budget:

The Court Security Fund is a Special Revenue Fund established pursuant to Illinois law. The Circuit Court can assess a Court Security Fee. This fee is to be used to provide funding for the Court Security program within the Sheriff's Department. The revenue generated from the Court Security Fee can be used to pay personnel expenses, purchase operating supplies, and contract for services and purchase capital equipment. As a Special Revenue Fund, the Court Security Fund must be balanced within the Fund.

REVENUE:

410.0090 Court Security Fee: This revenue line item account has been budgeted at \$375,000 in the FY'2007 Recommended Budget; the same amount budgeted in the FY'2006 Adopted Budget. This is based on a review of last year's actual revenues and the year-to-date revenues received as of the date the Recommended Budget was prepared. Pursuant to County Board approval, the Court Security fee was increased as of January 1, 2004.

EXPENDITURES:

Personnel:

The change in the FTE Staffing in the FY'2007 Recommended Budget reflects the recommendation to add 1.0 FTE Jail-Court Transport Correctional Officer in the Sheriff's Department. The Deputy Sheriff previously budgeted in the Court Security Fund has been budgeted in the General Fund.

(2)

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2007 Recommended Budget at the same dollar amount or less as in the FY'2006 Adopted Budget with the following exception:

601.0001 Clothing/Employees: This line item account has increased from \$1500 in the FY'2006 Adopted Budget to \$1750 in the FY'2007 Recommended Budget. This increase is to cover the clothing/uniform expense for one officer that was previously budgeted in the General Fund 0001, Sheriff's Department 0029.

Contractual Services:

All of the Contractual line item accounts have been budgeted in the FY'2007 Recommended Budget at the same dollar amount or less as in the FY'2006 Adopted Budget with the following exceptions:

770.0001 Mobile Team 8: This line item account has increased from \$450 the FY'2006 Adopted Budget to \$525 the FY'2007 Recommended Budget. This increase is to cover the annual dues for membership in the Mobile Team 8 multi-agency training program.

778.0002 Administrative Surcharge: This line item account was first added in the FY'2005 Recommended Budget to account for the indirect cost administrative services provided by offices in the General Fund (e.g. County Administrator, Auditor, Treasurer, Information Services, and Facilities Management) to this Special Revenue fund.

Other:

0500.0000 Budget Balance Account: This line item account reflects the amount of revenue projected in excess of the total expenditures.

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund:	Multidisciplinary DV Grant - 0160	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
		\$ 119,507	\$ 120,981	\$ 94,108	\$ (26,873)	-22.21%
		\$ 40,741	\$ 46,208	\$ 26,192	\$ (20,016)	-43.32%
		\$ 14,911	\$ 13,906	\$ 9,056	\$ (4,850)	-34.88%
		\$ 540	\$ -	\$ 360	\$ 360	0.00%
		\$ 63,315	\$ 59,000	\$ 58,500	\$ (500)	-0.85%
		\$ -	\$ 1,867	\$ -	\$ (1,867)	-100.00%
		\$ -	\$ -	\$ -	\$ -	
TOTAL:		\$ 119,507	\$ 120,981	\$ 94,108	\$ (26,873)	-22.21%

Pages: 107 -- 109

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: Multidisciplinary Domestic Violence Grant Fund 0160

Department: Sheriff's Department 0029

Highlights of the Recommended Budget:

The Multidisciplinary Domestic Violence Grant Fund 0160 is a Special Revenue Fund, which was established to account for the receipt and expenditure of a State Grant from the Illinois Criminal Justice Information Authority. This multidisciplinary grant was awarded to the State's Attorney's Office to provide funding to the State's Attorney, Court Services, the Sheriff's Department and Community-based agencies to initiate a multidisciplinary approach to domestic violence cases and issues within the community. The FY'2006 Adopted Budget included funding for the second year of this grant. In the FY'2007 Recommended Budget, the Sheriff's Department is scheduled to receive \$94,108 of the total grant award. This funding will cover the salary and benefit expense for one Deputy Sheriff assigned full-time to domestic violence cases. The Contract Services funds will be used for community-based services that the Sheriff's Department will use as a part of the multidisciplinary domestic violence program.

The Multidisciplinary Domestic Violence Grant funding is scheduled to end on August 31, 2007.

McLEAN COUNTY

Fiscal Year 2007 Recommended Budget

Fund: General - 0001 Department: Merit Board - 0008

Pages: 37 - 39

CATEGORY	FY 2005 BUDGET	FY 2006 BUDGET	RECOMMENDED FY 2007 BUDGET	AMOUNT OF INCREASE	% INCREASE OVER FY 2006
Revenue	\$ 1,000	\$ 1,000	-	\$ -	
Salaries	\$ 7,000	\$ 7,000	7,000	\$ -	0.00%
Fringe Benefits	\$ -	\$ -	-	\$ -	
Materials & Supplies	\$ 500	\$ 500	500	\$ -	0.00%
Contractual	\$ 7,850	\$ 7,850	9,850	\$ 2,000	25.48%
Capital Outlay	\$ -	\$ -	-	\$ -	
Other	\$ -	\$ -	-	\$ -	
TOTAL:	\$ 15,350	\$ 15,350	17,350	\$ 2,000	13.03%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2007 Recommended Budget

Fund: General 0001 Department: Merit Board 0008

Highlights of the Recommended Budget:

REVENUE:

410.0175 Application Fees: This revenue line item account is budgeted at \$ 0 in the FY'2007 Recommended Budget. Based on the actual revenues received last year and year-to-date in FY'2006, the revenue line-item account has been reduced to \$ 0.

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2007 Recommended Budget.

Materials and Supplies:

All Materials and Supplies line item accounts have been budgeted in the FY'2007 Recommended Budget at the same level as in the FY'2006 Adopted Budget.

Contractual:

All of the Contractual line item accounts have been budgeted in the FY'2007 Recommended Budget at the same level as in the FY'2006 Adopted Budget with the following exception:

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783.0001 Merit Board Testing: This line item account has been increased from \$2500 in the FY'2006 Adopted Budget to \$4500 in the FY'2007 Recommended Budget. This increase is based on the scheduled testing to be administered by the Merit Board in FY'2007.